

CITY OF MONTCLAIR

AGENDA FOR CITY COUNCIL, SUCCESSOR AGENCY,
AND MONTCLAIR HOUSING CORPORATION MEETINGS,
AND MONTCLAIR HOUSING AUTHORITY MEETINGS

To be held in the Council Chambers
5111 Benito Street, Montclair, California

August 19, 2013

7:00 p.m.

As a courtesy please silence your cell phones and other electronic devices while the meeting is in session. Thank you.

The CC/SA/MHC/MHA meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

- I. **CALL TO ORDER** – City Council, Successor Agency and Montclair Housing Corporation Boards of Directors, and Montclair Housing Authority Commissioners

II. **INVOCATION**

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. **PLEDGE OF ALLEGIANCE**

IV. **ROLL CALL**

V. **PRESENTATIONS**

- A. Introduction of Promotees, Appointee, and New Employee

VI. **PUBLIC COMMENT**

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members, Successor Agency Board of Directors, Montclair Housing Corporation Board of Directors, and Montclair Housing Authority Commissioners. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Successor Agency Board/MHC Board/MHA Commission is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS

- A. Adoption of Resolution No. 13-2996 Amending the Land Use Element of the General Plan [CC]
- First Reading - Consider Adoption of Ordinance No. 13-935 Amending Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code Related to Development Standards and Requirements in the R-3 (Residential Medium-High Density) Zoning District [CC] 5
- B. First Reading - Consider Adoption of Ordinance No. 13-936 Adding Chapter 9.12.190 of the Montclair Municipal Code Related to Barbecues, Fire Pits, and Open Fires in City Parks [CC] 39

VIII. CONSENT CALENDAR

- A. Approval of Minutes
1. Minutes of the Regular Joint Council/Successor Agency Board/MHC Board/MHA Commission Meeting of June 3, 2013 [CC/SA/MHC/MHA]
- B. Administrative Reports
1. Consider Receiving and Filing of Treasurer's Report [CC] 43
2. Consider Approval of Warrant Register and Payroll Documentation [CC] 44
3. Consider Receiving and Filing of Treasurer's Report [SA] 45
4. Consider Approval of Warrant Register [SA] 46
5. Consider Receiving and Filing of Treasurer's Report [MHC] 47
6. Consider Approval of Warrant Register [MHC] 48
7. Consider Receiving and Filing of Treasurer's Report [MHA] 49
8. Consider Approval of Warrant Register [MHA] 50
9. Consider Montclair Housing Corporation Board of Directors' Approval of Increasing the Construction Contingency in the Amount of \$18,500 for the 5444 Palo Verde Street Electrical Improvement Project [MHC] 51
- C. Agreements
1. Consider Approval of Agreement No. 13-53 With Vermont Systems, Inc., to Purchase and Implement a Recreation Software Program [CC] 53
2. Consider Approval of Agreement No. 13-63 With Frick, Frick & Jetté Architects, Incorporated, for Design Services for the Human Services and Recreation Facility ADA Upgrade Project [CC] 73

3. Consider Approval of Agreement No. 13-64 With Mt. San Antonio College Authorizing the Montclair Fire Department to Provide Clinical Training to Emergency Medical Students [CC] 87
4. Consider Approval of Agreement No. 13-65 With the Hope Through Housing Foundation to Continue Providing an After-School Program at the San Antonio Vista Apartments [CC] 98
5. Consider Approval of Agreement No. 13-66 With Ontario-Montclair School District to Provide a Licensed Clinical Social Worker for the Case Management Program [CC] 111
6. Consider Approval of Agreement No. 13-68 With the George C. and Hazel H. Reeder Heritage Foundation for Project Management Services Associated With the Restoration of the Reeder Ranch, Subject to Final Approval of Contract Terms by the City Attorney [CC]

Consider Approval of Agreement No. 13-69 With Brian R. Bloom, Architect, for Architectural Services Related to Foundation Stabilization and Master Planning for the Reeder Ranch, Subject to Final Approval of Contract Terms by the City Attorney [CC] 117
7. Consider Approval of Agreement No. 13-70, a Memorandum of Understanding Between the City of Montclair and the Montclair Police Officers Association [CC] 139
8. Consider Approval of Agreement No. 13-71, the First Amendment to Agreement No. 11-57, a Solid Waste Management Services Agreement Between the City of Montclair and Burrtec Waste Industries, Inc. [CC] 140

D. Resolutions

1. Consider Adoption of Resolution No. 13-07 Approving Agreement No. 13-67, a Proposal for Appraisal Services Between the Successor Agency to the City of Montclair Redevelopment Agency and Integra Realty Resources to Perform Real Property Appraisals Associated With Completion of a Long-Range Property Management Plan [SA] 147

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney

1. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation

Montclair Police Officers Association v. Montclair
2. Closed Session Pursuant to Government Code Section 54956.9(d)(1) Regarding Pending Litigation

Patton-Cunningham v. Montclair

3. Closed Session Pursuant to Government Code Section 54957.6 Regarding Conference With Designated Labor Negotiator Edward C. Starr

Agency: City of Montclair

Employee Organizations: Management:
Montclair Fire Fighters Association
Montclair Police Officers Association
San Bernardino Public Employees Assn.

- B. City Manager/Executive Director
- C. Mayor/Chairman
- D. Council/MHC Board
- E. Committee Meeting Minutes *(for informational purposes only)*

1. Minutes of the Personnel Committee Meeting of August 5, 2013 152

XII. COUNCIL WORKSHOP

- A. Discussion of Audit Responsibilities and Process With Governing Board of City (Audit Committee) by Van Lant & Fankhanel, LLP, the City of Montclair's Independent Auditing Firm

(Council may consider continuing this item to an adjourned meeting on Tuesday, September 3, 2013, at 5:45 p.m. in the City Council Chambers.)

XIII. ADJOURNMENT OF SUCCESSOR AGENCY AND MONTCLAIR HOUSING CORPORATION BOARDS OF DIRECTORS AND MONTCLAIR HOUSING AUTHORITY COMMISSIONERS

(At this time, the City Council will meet in Closed Session regarding pending litigation and labor negotiations.)

XIV. CLOSED SESSION ANNOUNCEMENTS

XV. ADJOURNMENT OF CITY COUNCIL

The next regularly scheduled City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission meetings will be held on Tuesday, September 3, 2013, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Successor Agency Board, Montclair Housing Corporation Board, and Montclair Housing Authority Commission after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Deputy City Clerk at (909) 625-9416. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Yvonne L. Smith, Deputy City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the north door of Montclair City Hall on August 15, 2013.

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION NO. 13-2996 AMENDING THE LAND USE ELEMENT OF THE GENERAL PLAN	DATE: August 19, 2013
CONSIDER ADOPTION OF ORDINANCE NO. 13-935 AMENDING CHAPTERS 11.22, 11.78, AND 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT	SECTION: PUBLIC HEARINGS
	ITEM NO.: A
	FILE I.D.: GPL250
	DEPT.: COMMUNITY DEV.

FIRST READING

REASON FOR CONSIDERATION: Amendments to the General Plan and Montclair Municipal Code require public hearing review and approval by the City Council.

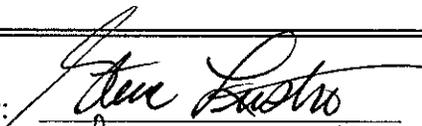
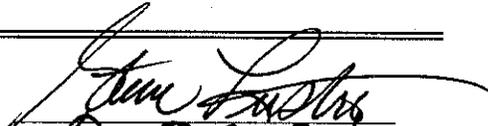
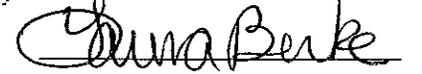
BACKGROUND: On September 19, 2011, the City Council adopted Resolution No. 11-2922 approving a General Plan Amendment adopting the 2006-2014 Housing Element Update. The "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element. The Policy Actions being addressed by this agenda item include the following:

Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing;"

Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multi-family requirement, and revise the requirements, as appropriate;" and

Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning are such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

The Land Use Element of the General Plan, adopted in 1999, identifies the following four residential land use types:

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

"Residential—Very Low Density Single-Family (0-2 units per acre)"
"Residential—Low Density Single-Family (3-7 units per acre)"
"Residential—Medium Density (8-14 units per acre)"
"Senior Housing"

Staff proposes to add a fifth housing category to the Land Use Element of the General Plan: "Residential—High Density (15-30 units per acre)."

Pursuant to Government Code Section 65860, the City's Zoning Code is required to be consistent with the adopted General Plan in order to implement its goals and policies. Accordingly, staff is also proposing to amend Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code to achieve this required consistency.

Staff notes that this is the first of several General Plan and/or Municipal Code amendments related to implementation of the Policy Actions contained in the adopted Housing Element that are intended to be submitted to the Planning Commission and City Council for consideration including the following:

- Define and address siting for single-room occupancy units (SROs)
- Develop and adopt procedures to provide reasonable accommodations for persons with disabilities
- Revise Chapter 11.85 MMC ("Residential Density Bonus") to reflect changes in state law
- Define "Residential Care Facilities" and craft development standards and conditions for their establishment and operation
- Amend the Zoning Code to allow manufactured housing as a single-family residential use
- Provide adequate sites and develop standards and regulatory provisions for emergency shelters and transitional housing

As the City Council is aware, staff is currently working with RBF Consulting on the 2014-2021 Housing Element Update. In order for the latest update to be considered for certification by the State's Department of Housing and Community Development (HCD), the City must have completed or be in the process of implementing the Policy Actions from the previous Housing Element Update cycle.

Proposed Resolution No. 13-2996, related to the General Plan Amendment, and proposed Ordinance No. 13-935, amending Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code, are attached to this report for reference.

ANALYSIS: The addition of a fifth residential land use type - "Residential—High Density (15-30 units per acre)"—would allow for potential redesignation of blocks of land in the future that could accommodate such densities. Resolution No. 13-2996 does not the change land use designation of any properties in Montclair; rather, it adds a residential land use category to facilitate changes in the future. This action, together with the Zoning Code amendment discussed below, would satisfy Policy Action 4.2 of the adopted Housing Element.

The salient changes to development standards in Chapters 11.22 and 11.90 of the Montclair Municipal Code with respect to the R-3 zoning district and multiple-family Planned Residential Developments (PRD) are summarized in the table below. A more detailed analysis of selected changes follows.

Development Standard	Current Requirement	Proposed Requirement
Minimum Lot Area	3 acres	10,000 square feet (R-3) 1 acre (PRD)
Lot Dimensions	100 feet x 100 feet ¹	70 feet x 120 feet ²
Maximum Density	14 dwelling units/acre	25 dwelling units/acre ³
Building Height	35 feet	50 feet (38 feet within 200' of R-1 zone)
Outdoor Open Space	40 percent	35 percent
Minimum Floor Area	1-bedroom units - 950 SF 2-bedroom units - 1,200 SF 3-bedroom units - 1,400 SF 4-bedroom units - 1,450 SF	Studios/1-bedroom units - 700 2-bedroom units - 900 SF 3-bedroom units - 1,100 SF 4-bedroom units - 1,400 SF
Project Amenities	None required in R-3; Two (2) required in PRDs ⁴	10 units or less - two (2) required ⁵ 11-30 units - two (2) required ⁵ plus at least one (1) additional ⁶ 31-100 units - one of each of the five amenities in ^{5&6} >100 units - one of each of the five amenities in ^{5&6} plus at least two (2) additional ⁷
Resident Parking	2 covered spaces in an enclosed garage	Studio - 1 covered space ⁸ 1 & 2 bedrooms - 2 covered spaces ⁸ ≥3 bedrooms - 3 covered spaces ⁸
Tandem Parking	Prohibited	Allowed when both spaces serve the same residential unit
Guest Parking	1 space per 3 units	1 space per 3 units or fraction thereof
Operational/Management Standards	None	≤30 units - manager required to live on-site >30 units - permanent rental office to be maintained on-site and staffed daily; professional property management company required for property maintenance

¹ 100 feet x 130 feet when fronting on a major or secondary street

² 70 feet x 140 feet when fronting on a major or secondary street

³ Developments providing at least 50 percent of the units as affordable shall be allowed up to 30 dwelling units per acre

⁴ Swimming pool; sports court; putting green; playground equipment; outdoor cooking facilities; etc.

⁵ Swimming pool; barbecue facilities; playground/tot lot

⁶ Sports court; community building with one full kitchen and a minimum of two meeting/activity rooms

⁷ Open turf area, minimum 100' x 100', for recreational activities; fitness parcourse minimum 1/4 mile in length; media screening room with a minimum capacity of 20 persons

⁸ "Covered space" may be in an enclosed garage or carport

Policy Actions 3.7 and 3.9 are proposed to be addressed through comprehensive revamp-
ing of Chapters 11.22 ("R-3—Residential Medium-High Density") and 11.90 ("Residential
Developments—Planned") of the Montclair Municipal Code. Sections 11.22.050(H) and
11.90.180 of the Municipal Code currently set forth the following minimum floor areas for
multifamily dwelling units:

- One-bedroom units - 950 square feet
- Two-bedroom units - 1,200 square feet
- Three-bedroom units - 1,400 square feet
- Four-bedroom units - 1,450 square feet

To address Policy Action 3.7, staff is recommending the following modifications for minimum floor areas:

- Studio or one-bedroom units - 700 square feet
- Two-bedroom units - 900 square feet
- Three-bedroom units - 1,100 square feet
- Four-bedroom units - 1,400 square feet

Existing Sections 11.22.050(Q) and 11.90.220 MMC address parking requirements for multifamily and planned developments. New developments are currently required to provide two covered parking spaces per dwelling unit, irrespective of unit size, in an enclosed garage and one guest parking space for each three dwelling units. The proposed code amendment seeks to modify the resident parking requirement as follows:

- Studio units - 1 covered parking space
- 1-2 bedroom units - 2 covered parking spaces
- 3 or more bedroom units - 3 covered parking spaces

Currently, "covered parking" is required to be in an enclosed garage. However, enclosed garages in multifamily developments have been problematic from a Planning and Code Enforcement perspective. Many residents use enclosed garages exclusively for storage, leaving no room to park a vehicle; thus, neighboring streets become overly congested with parked cars. Further, there have been numerous occasions where staff has discovered the illegal conversion of enclosed garages into living space, which also creates serious health and safety concerns. In the proposed ordinance, developers have the option of providing covered parking in an enclosed garage or open carport.

For further comparison, virtually all of the multifamily units constructed in the City in the 1960s, irrespective of unit size and bedroom count, were developed with one parking space per unit. Additionally, no on-site guest parking was incorporated into many of these older multifamily properties. Staff believes these minimal parking standards and a general lack of professional management and oversight throughout many of the City's multifamily neighborhoods have been the chief contributors to the long-running parking problems experienced in these neighborhoods. The proposed ordinance would only reduce the resident parking requirement for studio units—from two spaces to one. Two parking spaces would continue to be required for one- and two-bedroom units; three parking spaces would be required for units with three or more bedrooms.

An additional proposed change would be the allowance of tandem parking within enclosed garages, which is currently prohibited. However, tandem parking would only be allowed when both parking spaces serve the same dwelling unit.

No changes are proposed to the existing guest parking requirement, except that clarification has been added to require an additional guest parking space for any fraction of three units in a development. For example, if a project has eight units, three guest spaces would

be required (two for the first six units plus one additional for the fractional portion of the next three units).

As previously stated, Policy Action 4.2 requires investigating allowing higher densities in the R-3 zone where suitable, based on lot size, configuration and adjacent zoning. To allow this flexibility, staff is proposing a maximum density of 25 units per acre for market-rate units, and up to 30 units per acre where at least 50 percent of the units are reserved and deed restricted as affordable for very low-, low- and/or moderate-income individuals or families. Thirty (30) units per acre is the minimum threshold required by the State of California to qualify as a credit toward meeting the City's Regional Housing Needs Allocation (RHNA) goal as it relates to affordable housing. While the proposed maximum density of 25 units per acre represents an 80 percent increase over the current base maximum density of 14 units per acre, the actual density of a project will be driven by the ability to meet all of the other development standards contained in the revised Chapter 11.22 MMC including setbacks, landscaping, parking, open space, and required amenities. Staff believes that the changes to Chapter 11.22 guarantee that any new projects built pursuant to the revised standards would be far superior to those currently existing in the City.

Finally, concerns have been expressed for a number of years about how a lack of professional management at the majority of the City's multifamily developments have resulted in poor property maintenance, an excessive amount of Code Enforcement issues and/or crime problems. To address this issue, staff has included a subsection entitled "Operational Standards" in Chapters 11.22 and 11.90. These subsections require all new multifamily developments constructed after July 1, 2013, to comply with certain minimum property management standards.

On August 12, 2013, the Planning Commission approved Resolution No. 13-1785 recommending City Council approval of the amendments to the Land Use Element of the General Plan and to Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code.

FISCAL IMPACT: Implementation of proposed Resolution No. 13-2996 and Ordinance No. 13-935 would have minimal impact on City resources.

RECOMMENDATION: Staff and the Planning Commission recommend the City Council take the following actions:

1. Adopt Resolution No. 13-2996 amending the Land Use Element of the General Plan.
2. Adopt the first reading of Ordinance No. 13-935 amending Chapters 11.22, 11.78, and 11.90 of the Montclair Municipal Code related to development standards and requirements in the R-3 (Residential Medium-High Density) zoning district.

RESOLUTION NO. 13-2996

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MONTCLAIR APPROVING AN
AMENDMENT TO THE LAND USE ELEMENT
OF THE GENERAL PLAN

A. Recitals.

WHEREAS, the Land Use Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, Section 65358 of the California Government Code allows the City Council to amend all or part of an adopted General Plan if it deems such amendment to be in the public interest; and

WHEREAS, Section 65358(b) of the Government Code allows each mandatory element of the General Plan to be amended up to four times during any calendar year; and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2006-2014 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, on September 19, 2011, the City Council adopted Resolution No. 11-2922 approving a General Plan Amendment, adopting the 2006-2014 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning is such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate"; and

WHEREAS, pursuant to Government Code Section 65860, the Zoning Code of the City of Montclair is required to be consistent with the adopted General Plan in order to implement its goals and policies; and

WHEREAS, the Land Use Element of the General Plan, which was adopted in 1999, identifies the following four residential land use types:

- "Residential—Very Low Density Single-Family (0-2 units per acre)"
- "Residential—Low Density Single-Family (3-7 units per acre)"
- "Residential—Medium Density (8-14 units per acre)"
- "Senior Housing"; and

WHEREAS, Ordinance No. 13-935 amending various development standards of the R-3 (Residential Medium-High Density) Zone proposes to increase the maximum density within the R-3 Zone to 30 units per acre; and

WHEREAS, in order to achieve consistency between the General Plan and Zoning Code, staff proposes to add a fifth housing category to the Land Use Element of the General Plan: "Residential—High Density (15-30 units per acre)"; and

WHEREAS, upon adoption of this Resolution, the official General Plan Land Use Map of the City of Montclair shall be amended as depicted in Exhibit "A"; and

WHEREAS, the City has prepared an Initial Study/Negative Declaration (IS/ND) in compliance with the California Environmental Quality Act (CEQA); and

WHEREAS, the minimum 30-day public review period for the IS/ND commenced on June 24, 2013 and concluded on August 12, 2013; and

WHEREAS, on June 24, 2013, the Notice of Availability of the IS/ND was filed with the San Bernardino County Clerk of the Board; and

WHEREAS, copies of the IS/ND were available during the public review period at the Community Development counter at City Hall; and

WHEREAS, public notice of this item was advertised as a public hearing in the Inland Valley Daily Bulletin newspaper on June 28, 2013; and

WHEREAS, on August 12, 2013, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the Planning Commission conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment were heard and said application was fully studied; and

WHEREAS, the Planning Commission reviewed and considered the amendment to the Land Use Element, along with the information contained in the IS/ND, comments received during the public review period, and responses to comments; and

WHEREAS, the Planning Commission, as the responsible agency, reviewed and considered the environmental assessment based upon the findings in the Initial Study prepared for the project, and determined that there will be no significant impact on the environment as a result of the proposed amendments to the General Plan Land Use Element and Montclair Municipal Code; and

WHEREAS, the Planning Commission also adopted a Negative Declaration and a finding that there will be a DeMinimis impact on fish and wildlife; and

WHEREAS, based on its review and independent judgment, the City Council finds that the amendment to the Land Use Element of the General Plan will not have a significant effect on the environment; and

WHEREAS, on August 19, 2013, commencing at 7:00 p.m. in the Council Chamber at Montclair City Hall, the City Council conducted a public hearing at which time all persons wishing to testify in connection with the General Plan Amendment were heard, and said application was fully studied.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair does hereby find and determine as follows:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. The City Council hereby approves the amendment to the Land Use Element of the General Plan associated with Case No. 2013-5, adding a new housing category of "Residential—High Density (15-30 units per acre)."

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 13-2996 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

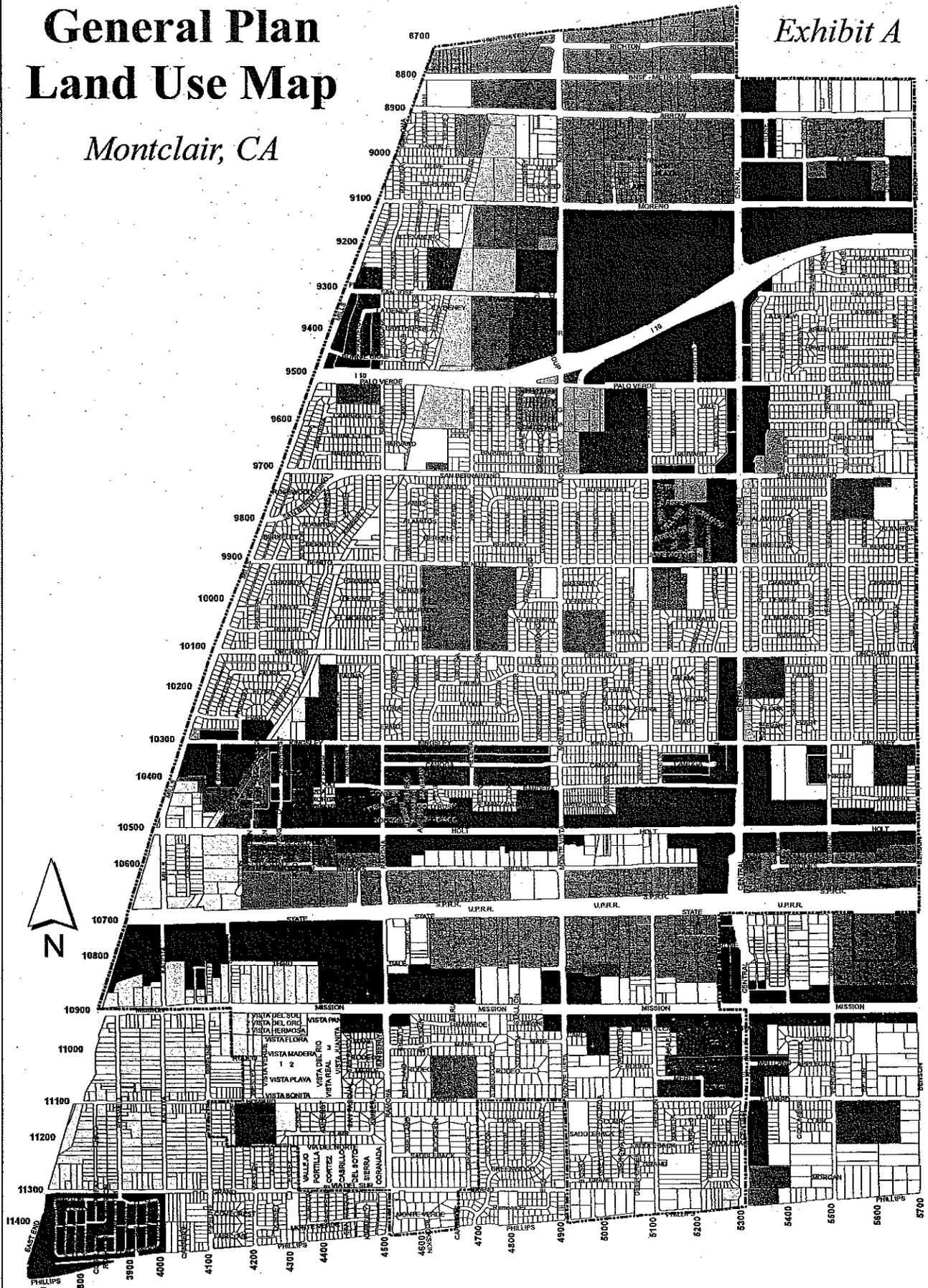
AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

General Plan Land Use Map

Montclair, CA

Exhibit A



General Plan Land Use

Very Low, 0-2 units/acre	Senior Housing	Regional Commercial	Public/Quasi Public	Planned Development
Low, 3-7 units/acre	Office Professional	Business Park	Neighborhood Park	Medical Center
Medium, 8-14 units/acre	Neighborhood Commercial	Industrial Park	Conservation Basins	City Boundary
High, 15-30 units/acre	General Commercial	Limited Manufacturing	Community Plan	

ORDINANCE NO. 13-935

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MONTCLAIR AMENDING CHAPTERS 11.22, 11.78, AND 11.90 OF THE MONTCLAIR MUNICIPAL CODE RELATED TO DEVELOPMENT STANDARDS AND REQUIREMENTS IN THE R-3 (RESIDENTIAL MEDIUM-HIGH DENSITY) ZONING DISTRICT (CASE NO. 2013-5)

WHEREAS, the Housing Element is one of seven statutorily-required elements of the General Plan; and

WHEREAS, the California Government Code requires cities to review and update their Housing Element according to a schedule set forth by the State's Housing and Community Development Department (HCD); and

WHEREAS, the City, through its consultant, RBF Consulting, prepared the 2006-2014 Housing Element, as an update to its previously adopted Housing Element in compliance with State law; and

WHEREAS, in April 2011, HCD has provided the City with a letter of substantial compliance, indicating that upon adoption by the City Council, the Housing Element would fully comply with State law; and

WHEREAS, on September 19, 2011, the City Council adopted Resolution No. 11-2922 approving a General Plan Amendment, adopting the 2006-2014 Housing Element Update; and

WHEREAS, the "Policy Program" chapter of the adopted Housing Element sets forth 25 Policy Actions that are required to be undertaken by the City to successfully implement the adopted Housing Element; and

WHEREAS, Policy Action 3.7 requires staff to "examine the existing (minimum) unit size requirements and amend the City's Zoning Code, as appropriate, to ensure unit size thresholds do not constrain the provision of affordable housing"; and

WHEREAS, Policy Action 3.9 states, "To ensure the City's parking requirements are not a constraint to residential development, especially new housing units affordable to lower and moderate-income households, the City shall review the existing parking requirements, particularly the two-space 'garage' multi-family requirement, and revise the requirements as appropriate"; and

WHEREAS, Policy Action 3.13 states in part. "To ensure the City's permitting requirements are not a constraint to residential development, especially new housing units affordable to low- and moderate-income households, the City shall amend the Zoning (Code) to remove the conditional use permit requirement for development in the R-3 Zone that is three or more acres in size, two or more stories in height, or senior housing" and

WHEREAS, Policy Action 4.2 requires that "the City shall investigate increasing the maximum permitted density on parcels where the lot configuration, size, and adjacent zoning is such that the parcel is suitable for development at a higher density than currently permitted. Based on its findings, the City shall amend the density and other development standards as appropriate."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I. Amendment of Code.

Section 11.22.020 ("Uses permitted") of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.22.020 Uses permitted.

Except as specifically provided elsewhere in this Title, any and every building, premises and/or land in the R-3 Zone shall be used for, or occupied, and every building shall be erected, constructed, established, altered, enlarged, maintained and moved into or within such R-3 Zone, exclusively and only in accordance with the provisions set forth in this Chapter, and subject to the approval of a Precise Plan of Design submitted and reviewed in accordance with the provisions of Chapter 11.80 of this Title.

A. The following shall be permitted as primary uses:

1. Planned residential developments, subject to the provisions set forth in Chapter 11.90 of this Title;

2. Apartments, subject to the provisions set forth in Sections 11.22.050 through 11.22.070 of this Chapter;

3. Mobile home parks; subject to the provisions set forth in Chapter 11.62 of this Title;

4. Residential care facilities for six or fewer persons;

5. Senior citizen housing.

B. The following shall be permitted as accessory uses:

1. Those uses permitted in Sections 11.18.030(D), (F), and (H) of this Title;

2. Signs, subject to the provisions of Chapter 11.72 of this Title;

3. Parking lots;

4. Home occupations, subject to the provisions of Chapter 11.58 of this Title.

SECTION II. Amendment of Code.

Section 11.22.030 ("Uses permitted subject to a conditional use permit") of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.22.030 Uses permitted subject to a conditional use permit.

The following uses may be permitted subject to the issuance of a conditional use permit in accordance with the provisions of Chapter 11.78 of this Title:

- A. Those uses permitted in Section 11.18.030(A), (E) and (K), and Section 11.20.020(B) of this Title;
- B. Convalescent centers, skilled nursing facilities and assisted living facilities.

SECTION III. Amendment of Code.

Section 11.22.050 ("Property development standards") of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.22.050 Property development standards.

The following property development standards shall apply to all land and buildings in the R-3 Zone; provided, however, where a lot has a width, depth or area less than that required by the provisions of this Title and was held under separate ownership or was of official City record prior to June 30, 1984, such lot may be occupied by any use permitted in the R-3 Zone.

A. Lot Area. The net lot area shall be a minimum of 10,000 square feet, except that property developed pursuant to Chapter 11.90 of this Title ("Residential Developments-Planned") shall have a minimum net lot area of one acre.

B. Lot Dimensions.

1. Width. The width of the lot shall be a minimum of 70 feet at the front lot line. However, if lots are located at the end of a cul-de-sac or another location that results in a wedge-shaped lot, the minimum width at the front building line shall be not less than 50 feet, provided the average width of the lot is not less than 70 feet.

2. Depth. The depth of the lot shall be a minimum of 120 feet when fronting on a local or collector street and 140 feet when fronting on a major or secondary roadway as designated in the Circulation Element of the adopted General Plan.

C. Maximum Dwelling Unit Density. The maximum dwelling unit densities stated in this subsection are not automatically by-right; projects shall also be required to meet all applicable development standards contained in this Title.

1. The maximum dwelling unit density for market-rate courtyard, garden, rowhouse or stacked dwelling multifamily developments shall be 25 units per net acre.

2. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments where a minimum of 50 percent of the dwelling units are reserved and deed restricted as affordable for very low-, low-, and/or moderate-income individuals or families shall be 30 units per net acre.

D. Building Height. The maximum building height shall be 50 feet with a maximum of four floors, except that any portion of a building within 200 feet of the boundary of any R-1 Zone shall be limited to 38 feet and a maximum of three floors. "Building height" as defined herein means the vertical distance from the average contact ground level of the building to the highest point of the parapet wall of a flat roof or the mean height level between the eaves and ridges for a gable or hip roof.

E. Building design.

1. Structures having dwelling units attached side-by-side shall have an offset or articulation in the front building line of at least four feet (4') for every two dwelling units within such structure. Similar architectural enhancement alternatives may be approved subject to a Precise Plan of Design approved by the Planning Commission.

2. Structures having dwelling units attached side-by-side or stacked above one another shall provide at least one-third of the total number of units within such development as a flat or one-story unit.

F. Lot Coverage. Buildings and structures shall not cover more of a lot than would be permitted when satisfying all yard, open space, parking and access requirements.

G. Minimum Floor Area of Dwelling Units. Multifamily dwelling units shall contain the following minimum floor areas:

1. For studio or one-bedroom units, 700 square feet.
2. For two-bedroom units, 900 square feet.
3. For three-bedroom units, 1,100 square feet.
4. For four-bedroom units, 1,400 square feet.

Said floor areas shall be exclusive of patios, balconies, carports and garages.

H. Minimum Room Sizes. The minimum size of rooms shall comply with the currently adopted California Building Code, except that all bedrooms shall have a minimum area of 110 square feet and a minimum dimension of 9 feet.

I. Yards and Setbacks. Developments in the R-3 Zone shall have and maintain the following minimum yards and setbacks (see Sections 11.38.050 and 11.38.060 of this Title for additional requirements). Building setbacks shall be measured from the front property line.

1. Front Yards.

a. For buildings with three stories or less, a 25-foot minimum front yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum front yard setback shall be required.

c. Notwithstanding the required front yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required front yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required front yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the front yard setback area.

2. Street Side Yards.

a. For buildings with three stories or less, a 25-foot minimum street side yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum street side yard setback shall be required.

c. Notwithstanding the required street side yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required street side yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required street side yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the street side yard setback area.

3. Interior Side Yards.

a. For buildings with three stories or less, a 10-foot minimum interior side yard setback shall be required.

b. For buildings with four stories, a 15-foot minimum interior side yard setback shall be required.

c. Open patios on the first floor shall be permitted to encroach a maximum of 5 feet into any required interior side yard setback. Open patios above the first floor shall not be permitted to encroach into any required interior side yard setbacks.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.

e. Interior side yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.

4. Rear Yards.

a. For buildings with three stories or less, a 10-foot minimum rear yard setback shall be required.

b. For buildings with four stories, a 15-foot minimum rear yard setback shall be required.

c. Notwithstanding the required rear yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into any required rear yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.

e. Rear yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.

J. Open Space. Each development shall provide outdoor open space for recreation and leisure activities within the development site in the following manner:

1. Common open/recreational space shall comprise not less than 35 percent of the net acreage. Public or private driveways, parking spaces or other areas designed for operational functions are not considered open space. Common open/recreational space improvements shall be provided as follows:

a. Developments of ten units or less shall provide at least two of the following amenities:

i. Permanent barbecue facilities with at least two grills and two table/bench arrangements;

ii. Playground and/or tot lot with permanently installed play equipment;

iii. Swimming pool or spa.

b. Developments of 11 to 30 units shall provide at least two of the amenities listed in subsection (a) of this Section plus at least one of the following amenities:

i. Sports court (tennis, volleyball, basketball, etc.);

ii. Community building with at least one full kitchen and a minimum of two rooms for meetings, games, activities, etc.

c. Developments of 31 to 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section.

d. Developments of greater than 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section plus at least two of the following:

i. A passive, open turf area (natural or synthetic), measuring at least 100 feet by 100 feet, for unstructured recreational activities;

ii. A fitness parcourse of at least one-quarter mile in length and a minimum of six (6) activity stations;

iii. A media screening room/theater with a seating capacity of at least 20 and permanently installed audiovisual equipment, which may be a part of the community building or constructed as a stand-alone facility.

e. For projects of greater than 100 units, the Director of Community Development may require the developer to increase the size, number and/or capacity of one or more required amenities to adequately serve the number of residents in the development.

2. Private porches, patios and balconies attached to individual dwelling units may be included in the required outdoor open space calculation provided the minimum dimension is at least 10 feet and the minimum area is 150 square feet.

3. Swimming pools, spas, ponds, lakes, streams, and other water features provided for the common use or enjoyment of all residents may be constructed as part of the required outdoor open space; however, such facilities shall not comprise more than 50 percent of the required outdoor open space.

4. The outdoor open spaces created pursuant to the provisions of this Title shall remain open and available for such use for the life of the development.

K. Private Open Space. Each dwelling unit shall have a minimum private open space of 100 square feet with a minimum dimension of 7 feet. Such private open space shall be in the form of porches, patios and/or balconies.

L. Landscaping. The design, installation and maintenance of all landscape and hardscape areas shall be subject to approval of a Precise Plan of Design and shall fully comply with Chapter 11.60 of this Title.

M. Walls and Fences. The general development standards for walls and fences as provided in Sections 11.38.050(M), (N) and (O) of this Title shall apply; provided, however, that the Planning Commission may require additional walls and fences if necessary to protect adjacent properties.

N. Vehicular Circulation.

1. Streets. Primary and secondary streets shall be designed to meet the following standards:

a. Traffic lanes no less than 10 feet in width and no more than 12 feet in width.

b. Where on-street parallel parking is provided, the parking lane shall be 8 feet in width. Where 90-degree or angled parking is provided as part of the street design, parking stall dimensions shall be 9 feet in width by 20 feet in length. A maximum 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

2. Driveways Serving Only Garages. If a private driveway serves only garages, and the driveway is posted as a fire lane and/or to prohibit all other parking, the driveway may be constructed with a minimum width of 20 feet; provided, however, that if the driveway is double-loaded with garages on both sides, a minimum distance of 26 feet shall be provided as measured from building wall to building wall.

3. Access and On-Site Circulation.

a. Vehicular access to all developments shall be from a public street.

b. The design of all on-site vehicular circulation, including roadway widths, turning radii and turnarounds shall be subject to approval by the Fire Department.

c. There shall be a minimum vertical clearance of 14 feet along all driveways and vehicular paths that provide access for emergency response vehicles.

O. Pedestrian Circulation. A pedestrian circulation system shall be incorporated into the residential development for the purpose of providing direct access to all dwelling units, trash enclosures, parking areas, recreation areas and outdoor open space. The circulation system shall include the following:

1. A public sidewalk shall be constructed adjacent to all public streets bordering the project site with a minimum width of 5 feet in accordance with City standards.

2. An on-site walkway system of pedestrian walks and paths that fully complies with all disabled-accessibility standards with respect to surface material, width, grades, ramps, curbs, railings and signage.

P. Parking Requirements.

1. Resident Parking. Each dwelling unit shall be provided with resident parking as indicated below. A minimum of one required parking space for each unit shall be within a carport or enclosed garage. Every effort shall be made to locate the required parking space(s) for each unit within 200 feet of the unit to which they are assigned.

a. Studio - 1 parking space.

b. 1-2 bedrooms - 2 parking spaces.

c. 3 or more bedrooms - 3 parking spaces.

2. Guest Parking. On-site parking for guests shall be provided at a ratio of one parking space for every 3 units, regardless of unit size. Guest parking shall be reasonably distributed throughout the development site.

3. Parking Space Dimensions.

a. Enclosed Garages. The minimum, clear inside dimensions of each parking space within an enclosed garage shall be 10 feet in width and 20 feet in length.

b. Carports. The minimum, clear dimensions of each parking space within a carport shall be 9 feet in width by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater. Where a structural support post occurs for a

carport, an additional 2 feet in width shall be added to each parking space on either side of the structural member.

c. Uncovered Parking. The minimum dimensions of each uncovered parking space shall be 9 feet by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

4. Automatic garage door openers shall be required for each enclosed garage.

5. Parking Lot Striping. Striping for uncovered parking spaces or those within carports shall be double-stripe or "hairpin" style, with the 9-foot dimension being measured to the center of the "hairpin."

6. Tandem Parking. Tandem parking shall only be permitted within enclosed garages and only when both spaces serve the same unit.

7. On-street parking on public streets shall not be used to satisfy any of the parking requirements contained herein.

Q. Signs. The general development standards for signs as set forth in Chapter 11.72 of this Title shall apply, in addition to the following:

1. Permitted Signs.

a. Wall Signs. One illuminated or nonilluminated wall sign with the name of the development shall be permitted on each street frontage. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only.

b. Address Signs. One illuminated or nonilluminated wall sign with the numerical address or numerical address and street name of the development shall be permitted on each building on each street frontage. Where a building also fronts on an internal private driveway or parking lot, additional numerical address(es) may be permitted to be displayed for safety and security purposes. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only. Address and address/street name signs shall be a minimum of 8 inches in height and a maximum of 10 inches in height. Where more than one address sign is attached to multiple frontages of a single building as described above, the design, size and color of each sign shall be identical.

c. Freestanding Monument Signs. One illuminated or nonilluminated freestanding monument sign shall be allowed for developments with a minimum of 150 feet of continuous frontage on the same street.

i. Height. Monument signs shall be limited to a maximum height of 5 feet as measured from the grade of the adjacent public sidewalk.

ii. Sign Area. The sign face of monument signs shall be limited to a maximum of 40 square feet in size, not including the optional, detachable sign rider described in Subsection (c)(2) below.

1. Design and Illumination. Monument signs shall be of a high quality architectural design and be constructed of durable materials. If illumination is desired, it shall be via at-grade, flush-mounted fixtures to minimize nuisance

glare to the adjacent public right-of-way. As an alternative, above-grade fixtures may be used if it can be demonstrated that the light source will not be directly visible to the public right-of-way or neighboring properties.

2. Sign Copy. The purpose of monument signs is to identify the development by its name and address. No additional sign copy, such as phone numbers, website addresses or other forms of advertising, shall be permitted. A detachable rider to the sign containing sign copy such as "Now Leasing," "Now Renting," "Vacancy," "No Vacancy" or the like, shall be permitted so long as its design is complementary to the main sign. Such sign riders shall be no greater than 8 square feet in size.

3. Location. Monument signs shall be located within a fully landscaped area and set back a minimum of 5 feet from the back edge of the adjacent public sidewalk. In order to eliminate sight-distance obstructions, monument signs shall be located no less than 30 feet away from any vehicular driveway on the same side of the street, whether the driveway serves the subject development or an adjacent property.

d. Unit Signs. One illuminated or nonilluminated sign identifying the unit number, letter, or designation, not to exceed 1 square foot in size, shall be required and maintained for each dwelling unit.

e. Directional Signs. One or more pedestrian and/or vehicular-oriented directional signs, no larger than 6 square feet in size and 4 feet in height may be permitted within residential developments of 2 acres or greater, subject to administrative review and approval by the Director of Community Development.

2. Prohibited Signs. All signs not expressly permitted herein shall be prohibited, including those signs identified in Section 11.72.120 of this Title.

R. Operational Standards. In order to provide adequate management, maintenance and oversight for multifamily developments, the following operational standards shall be required for projects constructed after July 1, 2013:

1. For developments of 30 units or less, an on-site manager having the authority to perform or contract for emergency and nonemergency maintenance and repairs shall reside full-time in one of the dwelling units on the subject property.

2. For developments of greater than 30 units, the following requirements shall apply:

a. A permanent rental/leasing office shall be established and maintained on-site and staffed daily during regular business hours.

b. The property owner shall be required to contract with a professional property management company that is on-call 24 hours a day and shall be responsible for all landscape, common area and building maintenance.

SECTION IV. Amendment of Code.

Section 11.22.060 ("Other general development standards") of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.22.060 Other general development standards.

A. Trash Collection Areas. Each trash collection area shall be located within 200 feet of the farthest unit it is intended to serve. Such collection areas

shall be designed and situated so as to minimize noise and visual intrusion on the subject property, adjacent properties, as well as to not create a fire hazard to nearby structures. Said trash collection areas shall be provided with a minimum illumination level of 500 lumens and designed to City standards to comply with stormwater runoff regulations.

B. Mail Collection Areas. Mail delivery service shall be provided within centrally located areas with easy accessibility from an internal driveway or parking area. Mail collection areas shall be located within a fully enclosed building, covered breezeway, or other similar area that is adequately protected from inclement weather, and shall be provided with a minimum illumination level of 500 lumens.

C. Utility Service and Television Service. All utility services to multifamily residential developments, including, but not limited to electrical, telephone, cable and satellite television, and broadband service shall be installed underground and within building walls. Should exterior antennas and/or satellite dishes be allowed, the project shall be designed to provide areas on each building for such equipment that are not visible to public rights-of-way or neighboring properties.

D. Lighting. Multifamily residential developments shall comply with the following standards and requirements regarding illumination:

1. Site Lighting. A professionally prepared photometric analysis demonstrating that all parking areas, driveways, private streets, walkways, and other outdoor public spaces shall be illuminated to an adequate level for security and safety during all hours of darkness shall be required to be submitted for review and approval by the Community Development Department.

2. Garages. Fully enclosed garages shall be wired to include a fixture or fixtures that has/have the capacity to support light sources providing a minimum of illumination level of 1,500 lumens. Said illumination shall be in addition to any lighting that may be provided by the required automatic garage door opener.

SECTION V. Amendment of Code.

Section 11.22.070 ("Special development criteria") of the Montclair Municipal Code is hereby repealed and deleted in its entirety.

SECTION VI. Amendment of Code.

Section 11.78.030 ("Permitted uses"), Subsection (A), of the Montclair Municipal Code is hereby amended to read as follows:

11.78.030 Permitted uses.

In addition to those uses specifically identified in Chapters 11.22 through 11.30 of this Title as requiring a conditional use permit, the Planning Commission may grant a conditional use permit for any use listed in this Section as a permitted use subject to a conditional use permit:

- A. Residential Uses.
 - 1. Assisted living facilities (AP, C-2, C-3)
 - 2. Convalescent care (AP, C-2, C-3)
 - 3. Conversions of apartments to condominiums (R-3)
 - 4. Student housing, dormitories, group quarters (AP, C-2, C-3)

SECTION VII. Amendment of Code.

The Table of Contents for Chapter 11.90 of the Montclair Municipal Code is hereby repealed and replaced as follows:

Chapter 11.90

**RESIDENTIAL DEVELOPMENTS-
PLANNED**

Sections:

- 11.90.010 Findings, intent and purpose.
- 11.90.020 Objectives and purposes.
- 11.90.030 Application of chapter.
- 11.90.040 Authorization.
- 11.90.050 Permits required.
- 11.90.060 Preliminary review.
- 11.90.070 Precise plans required.
- 11.90.080 Application requirements.
- 11.90.090 Information to be submitted.
- 11.90.100 Development standards.
- 11.90.110 Site area.
- 11.90.120 Maximum density.
- 11.90.130 Site coverage.
- 11.90.140 Building design.
- 11.90.150 Building height.
- 11.90.160 Yards and setbacks.
- 11.90.170 Minimum floor area.
- 11.90.180 Common open/recreational space.
- 11.90.190 Vehicular circulation-private streets.
- 11.90.200 Pedestrian circulation.
- 11.90.210 Parking requirements.
- 11.90.220 Vehicular storage.
- 11.90.230 Landscaping.
- 11.90.240 Lighting.
- 11.90.250 Utility service and television service.
- 11.90.260 Laundry areas.
- 11.90.270 Trash collection areas.
- 11.90.280 Private storage areas.
- 11.90.290 Signs.
- 11.90.300 Operational standards.
- 11.90.310 Walls and fences.
- 11.90.320 Fire hydrant system.
- 11.90.330 Sewer and water systems.
- 11.90.340 Mail delivery.
- 11.90.350 Common areas.
- 11.90.360 Appearance standards.
- 11.90.370 Miscellaneous development standards.
- 11.90.380 Covenants, Conditions and Restrictions (CC&Rs)

SECTION VIII. Amendment of Code.

Section 11.90.050 ("Permits required") of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.90.050 Permits required.

A. Planned residential development projects are permitted in the R-3 Zones subject to approval of a tentative and/or final tract maps as may be required by law. This requirement is in addition to other permits or certificates required by law.

B. No person shall construct, sell, lease, rent, convey, maintain or use a planned residential development project within the City without complying with the provisions of this Title.

SECTION IX. Amendment of Code.

Section 11.90.080 ("Application requirements") and Section 11.90.090 ("Information to be submitted") of the Montclair Municipal Code are hereby repealed and replaced as follows:

11.90.080 Application requirements.

After the preliminary review, the applicant may file a development review application for a planned residential development and shall include the information required by this Chapter and any other information that may be required to adequately consider such proposal. A Precise Plan of Design and tentative tract map as required by the Chapter shall be submitted concurrently to the Planning Division for the purpose of review and formulation of a recommendation to the Planning Commission. Precise Plan of Design and tentative map applications, filed pursuant to this Chapter, shall be processed simultaneously.

11.90.090 Information to be submitted.

The information to be filed in conjunction with a planned residential development, in addition to the applicable requirements of Chapters 11.60, 11.80 and 11.86 of this Title, shall include the following:

A. A site plan depicting the following:

1. The arrangement and location of all buildings, structures and improvements proposed to be retained and constructed and the gross floor area and ground floor area of each unit and/or building type;

2. All off-site improvements, including street improvements, lighting, traffic signals, signage, and utility undergrounding;

2. The location and design of on-site circulation, including pedestrian paths, on-site parking and loading areas;

3. The location of all landscaped areas, surface water retention devices and improvements, fences, walls, trash enclosures and utility vaults and structures.

B. Landscape plans pursuant to Chapter 11.60 of this Title.

C. Detailed architectural drawings and renderings illustrating all elevations and floor plans of the proposed structures as they will appear upon

completion. All exterior surface materials shall be specified by manufacturer and color and/or product name and samples provided on a color and material board.

D. Scaled drawings of all signs and exterior lighting specifying the size, location, colors, materials, copy, luminaire cut sheets and illumination source and intensity.

E. Preliminary grading plans when necessary to ensure that development will properly relate to the site and to surrounding properties and structures.

F. Calculations indicating the land area devoted to each proposed use in the planned residential development and its percentage of the total area.

G. Calculations of the required and proposed amounts of open space, usable common open space, private open space and active recreational areas, on a per unit and aggregate basis.

H. A map indicating any proposed division of land within the planned residential development site.

I. A preliminary title report showing the vested ownership and all covenants, conditions, restrictions and reservations of record.

J. For planned residential developments to be built in multiple phases, a phasing and access plan.

K. Any other drawings or additional information necessary to adequately consider the drawings required by this Section and determine compliance with the purpose and intent of this Title.

SECTION X. Amendment of Code.

Section 11.90.110 ("Site area") and Section 11.90.120 ("Maximum density") of the Montclair Municipal Code are hereby repealed and replaced as follows:

11.90.110 Site area.

The minimum net site area within an R-3 Zone, when developed pursuant to this Chapter, shall be one acre, except that sites with lesser area may be permitted when contiguous to an existing planned residential development or constitute a logical extension in the arrangement of buildings, facilities and open space.

11.90.120 Maximum density.

The maximum dwelling unit densities stated in this subsection are not automatically by-right; projects shall also be required to meet all applicable development standards contained in this Title.

1. The maximum dwelling unit density for market-rate courtyard, garden, rowhouse or stacked dwelling multifamily developments shall be 25 units per net acre.

2. The maximum dwelling unit density for courtyard, garden, rowhouse or stacked dwelling multifamily developments where a minimum of 50 percent of the dwelling units are reserved and deed restricted as affordable for very low-, low-, and/or moderate-income individuals or families shall be 30 units per net acre.

SECTION XI. Amendment of Code.

Section 11.90.140 ("Distance between units"), Section 11.90.150 ("Building height") and Section 11.90.160 ("Yards and setbacks") are hereby repealed and replaced as follows:

11.90.140 Building design.

1. Structures having dwelling units attached side-by-side shall have an offset or articulation in the front building line of at least four feet (4') for every two dwelling units within such structure. Similar architectural enhancement alternatives may be approved subject to a Precise Plan of Design approved by the Planning Commission.

2. Structures having dwelling units attached side-by-side or stacked above one another shall provide at least one-third of the total number of units within such development as a flat or one-story unit.

11.90.150 Building height.

The maximum building height shall be 50 feet with a maximum of four floors, except that any portion of a building within 200 feet of the boundary of any R-1 Zone shall be limited to 38 feet and a maximum of three floors.

"Building height" as defined herein means the vertical distance from the average contact ground level of the building to the highest point of the parapet wall of a flat roof or the mean height level between the eaves and ridges for a gable or hip roof.

11.90.160 Yards and setbacks.

Planned residential developments in the R-3 Zone shall have and maintain the following minimum yards and setbacks. (see Sections 11.38.050 and 11.38.060 of this Title for additional requirements). Building setbacks shall be measured from the front property line.

1. Front Yards.

a. For buildings with three stories or less, a 25-foot minimum front yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum front yard setback shall be required.

c. Notwithstanding the required front yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required front yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required front yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the front yard setback area.

2. Street Side Yards.

a. For buildings with three stories or less, a 25-foot minimum street side yard setback shall be required.

b. For buildings with four stories, a 35-foot minimum street side yard setback shall be required.

c. Notwithstanding the required street side yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into the required street side yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building, its relationship to the adjacent street(s) and/or to ensure compatibility with contiguous land uses.

e. No portion of the required street side yard setback area shall be used for parking. Driveways of the minimum width necessary for vehicular access shall be permitted to traverse the street side yard setback area.

3. Interior Side Yards.

a. For buildings with three stories or less, a 10-foot minimum interior side yard setback shall be required.

b. For buildings with four stories, a 15-foot minimum interior side yard setback shall be required.

c. Open patios on the first floor shall be permitted to encroach a maximum of 5 feet into any required interior side yard setback. Open patios above the first floor shall not be permitted to encroach into any required interior side yard setbacks.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.

e. Interior side yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.

4. Rear Yards.

a. For buildings with three stories or less, a 10-foot minimum rear yard setback shall be required.

b. For buildings with four stories, a 15-foot minimum rear yard setback shall be required.

c. Notwithstanding the required rear yard setbacks indicated herein, covered or uncovered porches and balconies that are open on three sides may encroach up to 7 feet into any required rear yard setback.

d. The Planning Commission may require greater setbacks pursuant to a Precise Plan of Design because of the dimensions or bulk of a building and/or to ensure compatibility with contiguous land uses.

e. Rear yard setback areas may be used for parking subject to approval of a Precise Plan of Design and provided that required fire lane access is maintained at all times.

SECTION XII. Amendment of Code.

Section 11.90.170 ("Building bulk") of the Montclair Municipal Code is hereby repealed in its entirety.

SECTION XIII. Amendment of Code.

Sections 11.90.180 through 11.90.320 of the Montclair Municipal Code are hereby repealed, renumbered and replaced as follows:

11.90.170 Minimum floor area.

A. Dwelling units within a planned residential development shall contain the following minimum floor areas:

1. For studio or one-bedroom units, 700 square feet.
2. For two-bedroom units, 900 square feet.
3. For three-bedroom units, 1,100 square feet.
4. For four-bedroom units, 1,400 square feet.

Said floor areas shall be exclusive of patios, balconies, carports and garages.

B. Minimum Room Sizes. The minimum size of rooms shall comply with the currently adopted California Building Code, except that all bedrooms shall have a minimum area of 110 square feet and a minimum dimension of 9 feet.

11.90.180 Common open/recreational space.

A. Each planned residential development shall provide outdoor open space for recreation and leisure activities within the development site in the following manner:

1. Common open/recreational space shall comprise not less than 35 percent of the net acreage. Public or private driveways, parking spaces or other areas designed for operational functions are not considered open space. Common open/recreational space improvements shall be provided as follows:

a. Developments of ten units or less shall provide at least two of the following amenities:

- i. Permanent barbecue facilities with at least two grills and two table/bench arrangements;
- ii. Playground and/or tot lot with permanently installed play equipment;
- iii. Swimming pool or spa.

b. Developments of 11 to 30 units shall provide at least two of the amenities listed in subsection (a) of this Section plus at least one of the following amenities:

- i. Sports court (tennis, volleyball, basketball, etc.);
- ii. Community building with at least one full kitchen and a minimum of two rooms for meetings, games, activities, etc.

c. Developments of 31 to 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section.

d. Developments of greater than 100 units shall provide at least one of each of the five amenities in subsections (a) and (b) of this Section plus at least two of the following:

- i. A passive, open turf area (natural or synthetic), measuring at least 100 feet by 100 feet, for unstructured recreational activities;
- ii. A fitness parcourse of at least one-quarter mile in length and a minimum of six (6) activity stations;
- iii. A media screening room/theater with a seating capacity of at least 20 and permanently installed audiovisual equipment, which may be a part of the community building or constructed as a stand-alone facility.

e. For projects of greater than 100 units, the Director of Community Development may require the developer to increase the size, number and/or

capacity of one or more required amenities to adequately serve the number of residents in the development.

2. Private porches, patios and balconies attached to individual dwelling units may be included in the required outdoor open space calculation provided the minimum dimension is at least 10 feet and the minimum area is 150 square feet.

3. Swimming pools, spas, ponds, lakes, streams, and other water features provided for the common use or enjoyment of all residents may be constructed as part of the required outdoor open space; however, such facilities shall not comprise more than 50 percent of the required outdoor open space.

4. The outdoor open spaces created pursuant to the provisions of this Title shall remain open and available for such use for the life of the development.

B. Community and Recreational Facilities. Two or more of the following amenities shall be provided as an integral part of a planned residential development: swimming pool, playground, parcourse, outdoor cooking facilities, sports court, community building or similar facility/amenity to the satisfaction of the Director of Community Development. A community building shall be appropriately sized based on the number of units in the development and be capable of accommodating at least two of the following: meeting rooms, at least one having a full kitchen; fitness center; media screening room/theater; game room.

C. Private Open Space. Each dwelling unit shall have a minimum private open space of 100 square feet with a minimum dimension of 7 feet. Such private open space shall be in the form of porches, patios and/or balconies.

11.90.190 Vehicular circulation-private streets.

A. Streets. Primary and secondary streets shall be designed to meet the following standards:

1. Traffic lanes no less than 10 feet in width and no more than 12 feet in width.

2. Where on-street parallel parking is provided, the parking lane shall be 8 feet in width. Where 90-degree or angled parking is provided as part of the street design, parking stall dimensions shall be 9 feet in width by 20 feet in length. A maximum 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

B. Driveways Serving Only Garages. If a private driveway serves only garages, and the driveway is posted as a fire lane and/or to prohibit all other parking, the driveway may be constructed with a minimum width of 20 feet; provided, however, that if the driveway is double-loaded with garages on both sides, a minimum distance of 26 feet shall be provided as measured from building wall to building wall.

C. Access and On-Site Circulation.

1. Vehicular access to all developments shall be from a public street.

2. The design of all on-site vehicular circulation, including roadway widths, turning radii and turnarounds shall be subject to approval by the Fire Department.

3. There shall be a minimum vertical clearance of 14 feet along all driveways and vehicular paths that provide access for emergency response vehicles.

11.90.200 Pedestrian circulation.

A pedestrian circulation system shall be incorporated into the planned residential development for the purpose of providing direct access to all dwelling units, trash enclosures, parking areas, recreation areas and outdoor open space. The circulation system shall include the following:

A. A public sidewalk shall be constructed adjacent to all public streets bordering the project site with a minimum width of 5 feet in accordance with City standards.

B. An on-site walkway system of pedestrian walks and paths that fully complies with all disabled-accessibility standards with respect to surface material, width, grades, ramps, curbs, railings and signage.

11.90.210 Parking requirements.

A. Resident Parking. Each dwelling unit shall be provided with resident parking as indicated below. A minimum of one required parking space for each unit shall be within a carport or enclosed garage. Every effort shall be made to locate the required parking space(s) for each unit within 200 feet of the unit to which they are assigned.

1. Studio - 1 parking space.
2. 1-2 bedrooms - 2 parking spaces.
3. 3 or more bedrooms - 3 parking spaces.

B. Guest Parking. On-site parking for guests shall be provided at a ratio of one parking space for every 3 units, regardless of unit size. Guest parking shall be reasonably distributed throughout the development site.

C. Parking Space Dimensions.

1. Enclosed Garages. The minimum, clear inside dimensions of each parking space within an enclosed garage shall be 10 feet in width and 20 feet in length.

2. Carports. The minimum, clear dimensions of each parking space within a carport shall be 9 feet in width by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater. Where a structural support post occurs for a carport, an additional 2 feet in width shall be added to each parking space on either side of the structural member.

3. Uncovered Parking. The minimum dimensions of each uncovered parking space shall be 9 feet by 20 feet in length; provided, however, that a 2-foot overhang may be allowed into landscape areas or walkways with a dimension of 6 feet or greater.

D. Automatic garage door openers shall be required for each enclosed garage.

E. Parking Lot Striping. Striping for uncovered parking spaces or those within carports shall be double-stripe or "hairpin" style, with the 9-foot dimension being measured to the center of the "hairpin."

F. Tandem Parking. Tandem parking shall only be permitted within enclosed garages and only when both spaces serve the same unit.

G. On-street parking on public streets shall not be used to satisfy any of the parking requirements contained herein.

11.90.220 Vehicular storage.

Outdoor areas for the storage of vehicles, trailers, watercraft, recreational vehicles and the like shall be prohibited unless specially designated areas for the exclusive storage of such vehicles are approved by the City as part of the final development plan and provided for in the homeowners association's Covenants, Conditions and Restrictions (CC&Rs). If such areas are provided, they shall be enclosed and screened from view from neighboring properties and public rights-of-way by a decorative masonry wall, minimum 7'-6" in height, compatible and integrated with the architectural design of the development. Such storage areas shall be landscaped and illuminated to minimum levels during all hours of darkness. A vehicle wash area and/or RV wastewater disposal station may be provided within an approved vehicular storage area, subject to review and approval by the Director of Community Development and Director of Public Works.

11.90.230 Landscaping.

The design, installation and maintenance of all landscape and hardscape areas shall be subject to approval of a Precise Plan of Design and shall fully comply with Chapter 11.60 of this Title.

11.90.240 Lighting.

Planned residential developments shall comply with the following standards and requirements regarding illumination:

1. Site Lighting. A professionally prepared photometric analysis demonstrating that all parking areas, driveways, private streets, walkways, and other outdoor public spaces shall be illuminated to an adequate level for security and safety during all hours of darkness shall be required to be submitted for review and approval by the Community Development Department.

2. Garages. Fully enclosed garages shall be wired to include a fixture or fixtures that has/have the capacity to support light sources providing a minimum of illumination level of 1,500 lumens. Said illumination shall be in addition to any lighting that may be provided by the required automatic garage door opener.

3. Mail collection areas. Common mail collection areas shall be located within a fully enclosed building, covered breezeway, or other similar area that is adequately protected from inclement weather, and shall be provided with a minimum illumination level of 500 lumens.

11.90.250 Utility service and television service.

All utility services to planned residential developments, including, but not limited to electrical, telephone, cable and satellite television, and broadband service, shall be installed underground and within building walls. Should exterior antennas and/or satellite dishes be allowed, the project shall be designed to provide areas on each building for such equipment that are not visible to public rights-of-way or neighboring properties.

11.90.260 Laundry areas.

Laundry areas with plumbing connections meeting minimum building code standards shall be provided for in each residential unit within a planned residential development.

11.90.270 Trash collection areas.

Each trash collection area shall be located within 200 feet of the farthest unit it is intended to serve. Such collection areas shall be designed and situated so as to minimize noise and visual intrusion on the subject property, adjacent properties, as well as to not create a fire hazard to nearby structures. Said trash collection areas shall be provided with a minimum illumination level of 500 lumens and designed to City standards to comply with stormwater runoff regulations.

11.90.280 Private storage areas.

Units within a planned residential development that do not have a fully enclosed garage shall be provided with a minimum of 200 cubic feet of enclosed, secure private storage space that shall be provided within the planned residential development. The design and location of said storage spaces shall be integrated into the development to the satisfaction of the Director of Community Development.

11.90.290 Signs.

The general development standards for signs as set forth in Chapter 11.72 of this Title shall apply, in addition to the following:

A. Permitted Signs.

1. **Wall Signs.** One illuminated or nonilluminated wall sign with the name of the development shall be permitted on each street frontage. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only.

2. **Address Signs.** One illuminated or nonilluminated wall sign with the numerical address or numerical address and street name of the development shall be permitted on each building on each street frontage. Where a building also fronts on an internal private driveway or parking lot, additional numerical address(es) may be permitted to be displayed for safety and security purposes. Individual or script copy in durable materials is strongly encouraged. Externally illuminated signs shall be via wall-mounted fixtures that are complementary to the architecture of the development and do not create any nuisance light spill or glare to any of the residential units or the public right-of-way. Internally illuminated signs shall be limited to halo illumination only. Address and address/street name signs shall be a minimum of 8 inches in height and a maximum of 10 inches in height. Where more than one address sign is attached to multiple frontages of a single building as described above, the design, size and color of each sign shall be identical.

3. **Freestanding Monument Signs.** One illuminated or nonilluminated freestanding monument sign shall be allowed for developments with a minimum of 150 feet of continuous frontage on the same street.

a. **Height.** Monument signs shall be limited to a maximum height of 5 feet as measured from the grade of the adjacent public sidewalk.

b. **Sign Area.** The sign face of monument signs shall be limited to a maximum of 40 square feet in size, not including the optional, detachable sign rider described in Subsection (3)(d) below.

c. Design and Illumination. Monument signs shall be of a high quality architectural design and be constructed of durable materials. If illumination is desired, it shall be via at-grade, flush-mounted fixtures to minimize nuisance glare to the adjacent public right-of-way. As an alternative, above-grade fixtures may be used if it can be demonstrated that the light source will not be directly visible to the public right-of-way or neighboring properties.

d. Sign Copy. The purpose of monument signs is to identify the development by its name and address. No additional sign copy, such as phone numbers, website addresses or other forms of advertising, shall be permitted. A detachable rider to the sign containing sign copy such as "Now Leasing," "Now Renting," "Vacancy," "No Vacancy" or the like, shall be permitted so long as its design is complementary to the main sign. Such sign riders shall be no greater than 8 square feet in size.

e. Location. Monument signs shall be located within a fully landscaped area and set back a minimum of 5 feet from the back edge of the adjacent public sidewalk. In order to eliminate sight-distance obstructions, monument signs shall be located no less than 30 feet away from any vehicular driveway on the same side of the street, whether the driveway serves the subject development or an adjacent property.

4. Unit Signs. One illuminated or nonilluminated sign identifying the unit number, letter or designation, not to exceed 1 square foot in size, shall be required and maintained for each dwelling unit.

5. Directional Signs. One or more pedestrian and/or vehicular-oriented directional signs, no larger than 6 square feet in size and 4 feet in height may be permitted within residential developments of 2 acres or greater, subject to administrative review and approval by the Director of Community Development.

B. Prohibited Signs. All signs not expressly permitted herein shall be prohibited, including those signs identified in Section 11.72.120 of this Title.

11.90.300 Operational standards.

In order to provide adequate management, maintenance and oversight for planned residential developments, the following operational standards shall be required for projects constructed after July 1, 2013:

1. For developments of 30 units or less, an on-site manager having the authority to perform or contract for emergency and nonemergency maintenance and repairs shall reside full-time in one of the dwelling units on the subject property.

2. For developments of greater than 30 units, the following requirements shall apply:

a. A permanent rental/leasing office shall be established and maintained on-site and staffed daily during regular business hours.

b. The property owner shall be required to contract with a professional property management company that is on-call 24 hours a day and shall be responsible for all landscape, common area and building maintenance.

11.90.310 Walls and fences.

The general development standards for walls and fences as provided in Sections 11.38.050(M), (N) and (O) of this Title shall apply; provided, however,

that the Planning Commission may require additional walls and fences if necessary to protect adjacent properties.

Section XIV. Amendment of Code.

Sections 11.90.330 through 11.90.340 of the Montclair Municipal Code are hereby renumbered as follows:

- 11.90.320 Fire hydrant system.**
- 11.90.330 Sewer and water systems.**

SECTION XV. Amendment of Code.

Section 11.90.350 of the Montclair Municipal Code is hereby repealed and replaced as follows:

11.90.340 Mail delivery.

Mail delivery service shall be provided within centrally located areas with easy accessibility from an internal driveway or parking area. Mail collection areas shall be located within a fully enclosed building, covered breezeway, or other similar area that is adequately protected from inclement weather, and shall be provided with a minimum illumination level of 500 lumens.

SECTION XVI. Amendment of Code.

Sections 11.90.360 through 11.90.370 of the Montclair Municipal Code are hereby renumbered as follows:

- 11.90.350 Common areas.**
- 11.90.360 Appearance standards.**

SECTION XVII. Amendment of Code.

Sections 11.90.380 through 11.90.390 of the Montclair Municipal Code are hereby repealed, renumbered and replaced as follows:

11.90.370 Miscellaneous development standards.

The following development standards shall be applicable to planned residential developments in addition to those required elsewhere in this Chapter:

A. Grading: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Building Official when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, stormwater retention facilities and all erosion control measures have been completed in accordance with the final approved grading plan and the required reports have been submitted, including written certification that the work completed is in accordance with the final approved grading plan.

B. Landscaping: Notification of Completion and Written Certification Required. The permittee or his/her agent shall notify the Director of Community

Development when the final landscaping installation is ready for inspection. Final approval shall not be given until all work, including installation of plant material and an automatic irrigation system, has been completed in accordance with the approved landscape plan, and the permittee has submitted written certification by a licensed professional that the work has been completed in accordance with the final approved landscape plan and all requirements of Chapter 11.60 of this Title.

C. Energy Conservation. The project shall be designed to meet or exceed all state and local energy conservation standards in effect at the time of construction.

D. Fire Detection System. Smoke and carbon monoxide detectors shall be installed in all habitable spaces as required by state and local ordinances at the time of construction.

E. Fire Suppression System. An automatic fire sprinkler system shall be installed in all dwelling units, and in all covered or enclosed nonhabitable spaces, such as garages, carports and trash enclosures as required by local ordinance at the time of construction.

F. Sound Attenuation. Planned residential developments shall be designed to comply with state noise attenuation standards and local building requirements in effect at the time of construction.

G. Solar Energy Systems. The goals and objectives of the General Plan encourage and promote an enhanced residential park-like environment through the implementation of aesthetically pleasing development and design standards of this Title. However, it is recognized that there is a need to encourage and promote awareness in the community of alternative means of conserving energy resources. It is further recognized that the use of solar energy can be a cost-effective means of water heating and space heating and cooling, but that the use of such systems may be inconsistent with the goals and objectives of the community and the aesthetic character of the City's residential neighborhoods.

The Planning Commission, in granting approval of a solar energy system, may impose conditions that are necessary and desirable to carry out the purposes of this Chapter and that are consistent with the policies, principles, regulation, criteria and standards applied to other properties, uses and developments in similar circumstances. Further, in considering a solar energy system, the Planning Commission shall impose conditions in order to provide a balance between the goals and objectives of the community and the General Plan, and the recognize desire to allow solar energy systems as an alternative energy source.

11.90.380 Covenants, conditions and restrictions (CC&Rs).

In order to ensure proper maintenance of all streets, parking areas, landscaping and other improvements within the common areas of a planned residential development, the following provisions shall be contained in the Covenants, Conditions and Restrictions (CC&Rs). No such CC&Rs shall be acceptable until approved by the Director of Community Development as to the adequacy and suitability for the proposed use and maintenance of all common areas, and by the City Attorney as to legal form and effect. These provisions shall include, but not be limited to, the following:

A. The final CC&Rs, upon approval by the City, shall be recorded with the final map.

B. The City shall be made a party to the CC&Rs and further provide that the City shall approve any changes or amendments to the CC&Rs.

C. The City shall be granted the power to enforce all provisions of the CC&Rs, including, but not limited to, the maintenance of all streets, parking areas, landscaping and other improvements within the common areas of the development.

D. The City shall be granted the express power to enforce all laws and ordinances of the State of California and/or the City of Montclair on the private streets, alleys and parking areas within the project. Nothing within the CC&Rs shall be construed as imposing an obligation or requiring the City to enforce any provision of the CC&Rs.

E. The City shall be entitled to prior written notice of any proposed amendment to the CC&Rs. Such notice shall be given by mailing a copy of the precise language of the proposed amendment to the City, in care of the City Clerk, together with a letter of transmittal explaining the proposed change in general terms. The City shall have an opportunity to review and comment upon the proposed amendment for a period of not less than 45 days prior to the effective date of any such proposed amendment.

F. Right of Entry. The City, through its duly authorized agents or employees, shall have the right to enter upon the common areas for the following purposes:

1. Inspection, maintenance and repair of the landscaping and private street components of the common areas where such maintenance and repair is required;

2. Enforcement of local traffic and/or parking regulations. All privately owned and maintained streets, alleys, driveways and parking areas shall be open for the use of the public for purposes of vehicle traffic and are so connected with highways and streets that provisions of the Vehicle Code of the State of California may be applied to them in their entirety. Whenever by this provision, or any other law of the City, parking is restricted or prohibited and signs are erected giving notice thereof, duly authorized representatives of the City of Montclair may cause the vehicles in violation thereof to be towed away and stored at the expense of the owner, operator or person to whom the vehicle is entitled to be released, and the vehicle shall not be released except upon payment of the towing and storage costs. In tow-away zones, the Public Works Department shall cause to be posted appropriate signs giving notice thereof.

G. Reimbursement of City Expenditures by the Association. All costs and expenses incurred by the City arising out of its maintenance and repair of the common areas, as provided in subsection (F)(1) and (2) of this Section, shall be charged as an expense of the homeowners association and shall be paid within 30 days of receipt of an invoice for same.

H. Assessments and Lien Rights of the City. If City maintenance costs are not paid within 30 days from the date due, said unpaid costs and expenses shall become a special assessment against the property, and upon hearing and confirmation by the City Council, shall be collected in the same manner as real property taxes and shall be subject to the same penalties, procedures and sale in case of delinquency as is provided for real property taxes.

SECTION XVIII. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

SECTION XIX. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

SECTION XX. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne L. Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-935 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF ORDINANCE NO. 13-936 ADDING CHAPTER 9.12.190 TO THE MONTCLAIR MUNICIPAL CODE RELATED TO BARBECUES, FIRE PITS, AND OPEN FIRES <u>FIRST READING</u>	DATE: August 19, 2013 SECTION: PUBLIC HEARINGS ITEM NO.: B FILE I.D.: PRK020 DEPT.: PUBLIC WORKS
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REASON FOR CONSIDERATION: The City currently has no ordinance regulating the use of fires and barbecues in City parks. City staff recognizes that barbecues in parks are an acceptable use of park areas provided they are used in a safe manner. To provide for their safe use, certain regulations are necessary and are established through the ordinance process. Ordinances require City Council consideration and approval.

BACKGROUND: The City owns or leases and maintains 12 park sites within the City ranging in size from about 2,000 square feet to five acres. Some park sites, like the Kingsley ball fields, are leased from the Ontario-Montclair School District and used exclusively for sports. Some, like Alma Hofman Park, combine both active and passive uses. And others, like the unnamed mini-park at Highland Street and Helena Avenue, are simply passive use picnic areas.

The use of barbecues at any of these parks is currently unregulated. Any barbecue from a small hibachi grill to a trailer-mounted Super Cooker can be legally used at any park site in the City. Trailer-mounted barbecues often take up too much parking area, inconveniencing other park users, or are towed onto turf areas, damaging grass and irrigation systems. Live coals or briquettes from the smaller, portable barbecues are sometimes dumped in trash cans or on the ground, causing fires and other damage.

Proposed Ordinance No. 13-936 does not prohibit the use of barbecues in any City park but does limit the type of barbecue that can be used. The Ordinance bans the use of towed and all nonliquid propane gas (LPG) barbecues, limits the size of grills of LPG barbecues to 1,000 square inches or less, and requires the barbecue be placed no closer than 25 feet to adjacent properties, walls, playground equipment, or other facilities where such use might constitute a hazard or inconvenience. It also prohibits open fires for obvious safety reasons. A violation of this Ordinance is considered an infraction under Chapter 1.12.10 of the Montclair Municipal Code, with fines ranging from \$100 for a first offense to \$500 for a third offense within a 12-month period.

FISCAL IMPACT: Adoption of proposed Ordinance No. 13-936 would have some minor fiscal impact. It would be necessary to post the various park sites with signage indicating barbecue restrictions. Most park sites will require one sign. Some may require two. It is estimated the total cost of signage will be \$1,500.

Prepared by: <u><i>M. Scott</i></u>	Reviewed and Approved by: <u><i>M. Scott</i></u>
Proofed by: <u><i>Alle My</i></u>	Presented by: <u><i>James Stewart</i></u>

RECOMMENDATION: Staff recommends the City Council adopt the first reading of Ordinance No. 13-936 adding Chapter 9.12.190 to the Montclair Municipal Code related to barbecues, fire pits, and open fires.

ORDINANCE NO. 13-936

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR ADDING
CHAPTER 9.12.190 TO TITLE 9 OF THE
MONTCLAIR MUNICIPAL CODE RELATED
TO USE OF BARBECUES IN CITY PARKS**

**THE CITY COUNCIL OF THE CITY OF MONTCLAIR DOES HEREBY ORDAIN AS
FOLLOWS:**

Section I.

Chapter 9.12.190 of the Montclair Municipal Code is hereby added as follows:

Chapter 9.12.190 Barbecues, Fire Pits, Open Fires

A. It is unlawful for any person to violate any provision or fail to comply with any requirements of this section. In addition to other remedies provided by law, any person violating any provision of this section or failing to comply with any of the requirements of this section is deemed guilty of an infraction within the manner provided in Montclair Municipal Code Section 1.12.010.

B. Fire pits, fire rings, campfires, and all other open fires within any City-owned, -leased, or -maintained park are prohibited, except as herein permitted below as a barbecue.

C. The use of nonliquid propane gas (LPG) barbecues and grills is prohibited in all City-owned, -leased, or -maintained parks. This prohibition includes, but is not limited to, charcoal-, wood-, briquette-, and natural gas-fired barbecues.

D. LPG grills and/or barbecues shall be a patio size barbecue with a grill area not exceeding 1,000 square inches. No large barbecues or cookers that are towed behind vehicles are permitted. Barbecues shall be fully self-contained with a grill area, burners, and frame for mounting LPG tank.

E. No barbecue otherwise permitted by this section shall be placed within 25 feet of any adjacent property, playground equipment, buildings, fences, walls, or at the Alma Hofman Park Skate Park or Splash Pad facilities.

F. Exceptions: City-sponsored or special events shall be exempt from these restrictions upon approval by the City Manager, Deputy City Manager, Public Works Director, or Director of Public Safety.

Section II. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section,

subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Section III. Effective Date.

This Ordinance shall be in full force and effect thirty (30) days after passage.

Section IV. Posting.

The City Clerk shall certify to the passage of this Ordinance and cause the same to be posted pursuant to Government Code Section 36933.

APPROVED AND ADOPTED this XX day of XX, 2013.

Mayor

ATTEST:

Deputy City Clerk

I, Yvonne Smith, Deputy City Clerk of the City of Montclair, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 13-936 of said City, which was introduced at a regular meeting of the City Council held on the XX day of XX, 2013, and finally passed not less than five (5) days thereafter on the XX day of XX, 2013, by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 19, 2013

SECTION: ADMIN. REPORTS

ITEM NO. 1

FILE I.D.: FIN520

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider receiving and filing the City of Montclair Treasurer's Report for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2013.

FISCAL IMPACT: Routine—report of City's cash and investments.

RECOMMENDATION: Staff recommends the City Council receive and file the Treasurer's Report for the month ending July 31, 2013.

Prepared by:

Janet Kelleher
Janet Kelleher

Reviewed and
Approved by:

Donald Parker
Donald Parker

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: August 19, 2013
	SECTION: ADMIN. REPORTS
	ITEM NO.: 2
	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Ruh has examined the Warrant Register dated August 19, 2013, and Payroll Documentation dated June 30, 2013; finds them to be in order; and recommends their approval.

FISCAL IMPACT: The Warrant Register dated August 19, 2013, totals \$653,915.87. The Payroll Documentation dated June 30, 2013, totals \$681,595.65, with \$402,594.15 being the total cash disbursement.

RECOMMENDATION: Staff recommends the City Council approve the above referenced Warrant Register and Payroll Documentation as presented.

Prepared by: <u><i>Yvonne Smith</i></u>	Reviewed and Approved by: <u><i>[Signature]</i></u>
Proofed by: <u><i>Andrew Phillips</i></u>	Presented by: <u><i>[Signature]</i></u>

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 19, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 3

FILE I.D.: FIN510

DEPT.: SUCCESSOR RDA

REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Treasurer's Report for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Successor to the Redevelopment Agency Treasurer's Report for the period ending July 31, 2013.

FISCAL IMPACT: Routine—report of the Agency's cash and investments.

RECOMMENDATION: Staff recommends the City Council acting as successor to the Redevelopment Agency Board of Directors receive and file the Successor to the Redevelopment Agency Treasurer's Report for the month ending July 31, 2013.

Prepared by:

Michael Prokorski
Yvonne Smith

Reviewed and
Approved by:

Ronald L. ...

Proofed by:

Presented by:

...

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 19, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 4
FILE I.D.: FIN530
DEPT.: SUCCESSOR RDA

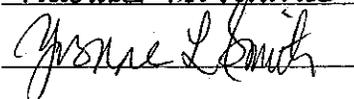
REASON FOR CONSIDERATION: The City Council acting as successor to the Redevelopment Agency Board of Directors is requested to consider receiving and filing the Successor to the Redevelopment Agency Warrant Register for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Successor to the Redevelopment Agency Warrant Register dated 07.01.13-07.31.13 in the amounts of \$7,713.73 for Project I; \$0.00 for Project II; \$-1,550.64 for Project III; \$1,547.57 for Project IV; \$-1,525.34 for Project V; \$8,664.50 for the Mission Boulevard Joint Redevelopment Project; \$2,550,283.00 for the Redevelopment Obligation Retirement Funds; \$136.50 from the Tax Exempt Bond Proceeds and \$58.50 from the Taxable Bond Proceeds and finds it to be in order.

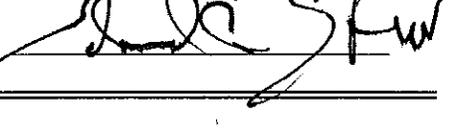
FISCAL IMPACT: Routine—report of Agency's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the City Council as successor to the Redevelopment Agency Board of Directors approve the Successor to the Redevelopment Agency Warrant Register for the period ending July 31, 2013.

Prepared by:

Reviewed and
Approved by:

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 19, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 5

FILE I.D.: FIN525

DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to receive and file the Montclair Housing Corporation Treasurer's Report for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2013.

FISCAL IMPACT: Routine—report of the Montclair Housing Corporation's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2013.

Prepared by:

Michael P. Piro

Reviewed and
Approved by:

Donald L. Parker

Proofed by:

Yvonne L. Smith

Presented by:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 19, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 6
FILE I.D.: FIN545
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 07.01.13-07.31.13 in the amount of \$16,122.71 for the Montclair Housing Corporation and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Corporation's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Corporation Board of Directors approve the Warrant Register for the period ending July 31, 2013.

Prepared by: Michael Prohaska
Proofed by: Gomara L Smith

Reviewed and Approved by: Donald L. Lasker
Presented by: Donald L. Lasker

AGENDA REPORT

SUBJECT: CONSIDER RECEIVING AND FILING OF
TREASURER'S REPORT

DATE: August 19, 2013

SECTION: ADMIN. REPORTS

ITEM NO.: 7

FILE I.D.: FIN525

DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to receive and file the Montclair Housing Authority Treasurer's Report for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Included in your agenda packet is a copy of the Treasurer's Report for the period ending July 31, 2013.

FISCAL IMPACT: Routine—report of the Montclair Housing Authority's cash and investments.

RECOMMENDATION: Staff recommends the Montclair Housing Authority Board of Directors receive and file the Treasurer's Report for the month ending July 31, 2013.

Prepared by:

Michael Portnoe

Reviewed and
Approved by:

Donald L. Parker

Proofed by:

Yvonne L. Smith

Presented by:

Donald L. Parker

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER **DATE:** August 19, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 8
FILE I.D.: FIN545
DEPT.: MHA

REASON FOR CONSIDERATION: The Montclair Housing Authority Board of Directors is requested to consider receiving and filing the Warrant Register for the month ending July 31, 2013, pursuant to state law.

BACKGROUND: Vice Chairman Ruh has examined the Warrant Register dated 07.01.13-07.31.13 in the amount of \$28,472.70 for the Montclair Housing Authority and finds it to be in order.

FISCAL IMPACT: Routine—report of Montclair Housing Authority's obligations.

RECOMMENDATION: Vice Chairman Ruh recommends the Montclair Housing Authority Board of Directors approve the Warrant Register for the period ending July 31, 2013.

Prepared by:

Michael Portnoe
Yvonne L Smith

Reviewed and
Approved by:

Ronald C. Spurr
Ronald C. Spurr

Proofed by:

Presented by:

AGENDA REPORT

SUBJECT: CONSIDER MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS' APPROVAL OF INCREASING THE CONSTRUCTION CONTINGENCY IN THE AMOUNT OF \$18,500 FOR THE 5444 PALO VERDE STREET ELECTRICAL IMPROVEMENT PROJECT

DATE: August 19, 2013
SECTION: ADMIN. REPORTS
ITEM NO.: 9
FILE I.D.: MHC025
DEPT.: MHC

REASON FOR CONSIDERATION: The Montclair Housing Corporation Board of Directors is requested to consider increasing the construction contingency for the 5444 Palo Verde Street Electrical Improvement Project to \$18,500.

BACKGROUND: On June 17, 2013, Fulmin Electrical Corporation was awarded a contract for the 5444 Palo Verde Street Electrical Improvement Project and entered into Agreement No. 13-34 with the Montclair Housing Corporation. The electrical upgrade to the residence and studio is one of the major components to the property's rehabilitation. The electrical upgrade included, but was not limited to, an upgrade of the electrical service panels; installation of new wiring; removal of illegal electrical wiring, receptacles, and switches; installation of GFI receptacles; and installation of new energy-efficient fixtures.

Construction on the 5444 Palo Verde Street Electrical Improvement Project requires a great amount of sensitivity to the original construction. The structures were built in the late 1940s through the 1950s, so the existing electrical conditions in both the main residence and the studio were not up to code and, in many cases, created dangerous conditions. The original construction material is adobe and remains in good condition. Therefore, in an effort to preserve the integrity of the adobe, no drilling through the adobe has been allowed. This requires the contractor to use wire molding over the adobe; and in areas where adobe does not exist, it allows for the snaking of the new wire through the ceiling and some walls.

During the course of the electrical upgrade, it became necessary to remove certain ceiling drywall after discovering that a false ceiling existed and that installation of new light fixtures was impossible under those conditions. In other rooms, it was more practical to remove portions of the existing wall material (which was not drywall but, rather, T1-11 plywood siding) and install the new wiring *inside* the walls rather than on the surface of the wall encased in a wire mold. Once the interior surfaces were removed, staff discovered that insulation did not exist in the ceilings or the walls. It was determined that this was the appropriate time to install R-13 and R-19 insulation in the rooms where drywall was removed in certain walls and ceiling areas.

In order to proceed with completion of the electrical upgrade project, installation of the insulation and drywall is necessary. The requested construction contingency increase

Prepared by: Christine P. Caldwell Reviewed and Approved by: M. STAATS

Proofed by: Yvonne Smith Presented by: [Signature]

includes funding for new framing in portions of the studio, main residence hallway, and laundry room; removal of existing drywall (this was unforeseen in the original bid package); installation of insulation; installation of drywall and texture coat; and cable-readiness.

FISCAL IMPACT: The 5444 Palo Verde Street Electrical Improvement Project is included in the Montclair Housing Corporation Fiscal Year 2013-14 Budget. The awarded amount of the project was \$51,927 with a 10 percent contingency of \$5,192. Staff is requesting an increased construction contingency in the amount of \$18,500 to complete the unforeseen needed upgrades to the residence and studio.

RECOMMENDATION: Staff recommends the Montclair Housing Corporation Board of Directors approve increasing the construction contingency in the amount of \$18,500 for the 5444 Palo Verde Street Electrical Improvement Project.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-53 WITH VERMONT SYSTEMS, INC., TO PURCHASE AND IMPLEMENT A RECREATION SOFTWARE PROGRAM

DATE: August 19, 2013

SECTION: AGREEMENTS

ITEM NO.: 1

FILE I.D.: HSV020

DEPT.: ADMIN SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-53 with Vermont Systems, Inc., for the purchase and implementation of a recreation software program that would improve the current inadequate system of pen-and-paper hard copy registration. The program would grow with our programs and encourage additional participation from the community.

A copy of proposed Agreement No. 13-53 is attached for the City Council's review and consideration pursuant to the City of Montclair Purchasing Manual related to professional service contracts.

BACKGROUND: It has become apparent in recent years that the current recreation registration and program management does not meet our needs and does not allow for online registration. A recent survey of 12 surrounding communities found that Montclair is the only city that does not offer online registration. Staff attended a Southern California recreation program expo in April 2012 and described our program needs to five different vendors. Staff met with ten different area cities in November 2012 to address recreation software programs; and in January 2013, the same group met to hear presentations by four different recreation software vendors. Staff interviewed three different vendors between May 2013 and July 2013. Below is a list of the vendors and their fees:

<i>Vendor</i>	<i>Fee for Program Registration Software, Online Registration Software, and Training and Installation</i>
ActiveNet	\$ 6,800 - however, there is a 2 to 6.5 percent fee for every transaction made in the software
RecTrac by Vermont Systems, Inc.	\$19,807
SportsMan SQL by Peak Software	\$11,811

Prepared by:

Michelle Castillo

Reviewed and
Approved by:

[Signature]

Proofed by:

M. Richter

Presented by:

[Signature]

Based on interviews, staff eliminated the following two vendors for the reasons stated:

ActiveNet

Paying per transaction would result in many additional fees that would vary throughout the year for both the City and public registering for our programs. Many other area cities are also very displeased with ActiveNet because the company announced in 2012 that it would be discontinuing a major recreation software module, requiring cities to purchase their new software program.

SportsMan SQL by Peak Software

The company is too small for the City's needs. It only serves one other city in Southern California and has not integrated with Springbrook, Montclair's finance software program, which the Finance Division requires.

Based on these findings and conversations with representatives from other cities, including Diamond Bar and La Quinta that currently have RecTrac software, staff decided RecTrac would best serve Human Services Division's needs. Vermont Systems, Inc., does not charge a per transaction fee, has successfully integrated the RecTrac program with Springbrook software, and has a strong presence in Southern California cities that are quite pleased with the product including Baldwin Park, Chino Hills, Diamond Bar, and La Quinta.

The term of proposed Agreement No. 13-53 is one year from the date of installation.

FISCAL IMPACT: Total costs associated with the RecTrac software program is \$23,446. This amount would be funded by grants already received from the Inland Empire United Way, Kaiser Foundation Hospitals, and the Ontario-Montclair School District to promote and support healthy community programs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-53 with Vermont Systems, Inc., to purchase and implement a recreation software program.

VERMONT SYSTEMS, INC.
SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT-9/12/12

This SOFTWARE LICENSE, MAINTENANCE AND SUPPORT AGREEMENT ("Agreement"), is made and entered into on Dak Install, by and between Vermont Systems, Inc., a Vermont corporation (hereinafter "VSI" or "Licensor", and City of Montclair, CA (hereinafter "Customer" or "Licensee"), collectively referred to herein as the "Parties" or singularly as "Party".

ARTICLE 1 – Software License

- 1.1 VSI shall provide the Licensee and the Licensee agrees to accept a perpetual, non-transferable, and non-exclusive right to use the Licensed Software and Related Materials, as described in the attached Exhibit B price quote. The Licensed Software includes Related Materials, such as User Reference Manuals, Reports Manuals, Installation Planning Guides, Installation Instructions, On-Line Help, and Sample Database with Tutorials.
- 1.2 VSI uses the Progress OpenEdge V10 Development software to develop its' applications and deploys using the OpenEdge Deployment software that includes Client Networking, Web Client, Load Balancer, and Personal, Workgroup, or Enterprise RDBMS (embedded database) with RDBMS support for 4GL, SQL, ODBC, JDBC, and Enterprise Cluster Manager Integration, and OpenEdge Application Server, Basic and Enterprise Editions with Replication. Therefore, Progress software with RDBMS is required to operate the application software by platform type, and they are included in the attached Exhibit B.
- 1.3 The license granted herein authorizes the Customer to install the Licensed Software on the designated computer platform for live processing and on testing/disaster recovery systems without incurring additional license charges. Further, the Customer can make copies of the Licensed Software for safe keeping purposes only. If VSI is providing complete hosting services, Item 1.3 does not apply.
- 1.4 At any time, the Customer can add software and users under the terms of this Sales Agreement by paying the additional license and maintenance fees. The total number of authorized user workstations permitted to use the Licensed Software is limited to the number listed in Exhibit B.
- 1.5 If WebTrac is included in the Sales Agreement, it requires a web server, either in-house or hosted, to link the Customer's database and transaction server with the internet. If the Customer selects the VSI hosting option, then the fees for this option will be included in Exhibit B. Further, the web server hosting requirements are listed in Exhibit C and the full web and database hosting requirements are listed in Exhibit D.

ARTICLE 2 – Annual Software Maintenance and Support Services

- 2.1 VSI shall provide the Licensee with Software Maintenance and Software Support services for the Licensed Software in accordance with VSI standard Sales and Support Policies, as described in Exhibit A. The extent of support services being provided are specifically listed in Exhibit B.
- 2.2 The Annual Software Maintenance support shall include distribution of product update releases, including software repairs and enhancements subsequent to the initial purchase. Annual software updates will be distributed in accordance with VSI standard Sales and Support Policies, as described in Exhibit A, while periodic program only updates are available at any time. If VSI is providing complete hosting services, VSI will provide software installation and upgrade services and coordinate both with each Licensee.
- 2.3  The Software Maintenance and Support fee will be billed annually, and it becomes effective on the first day of your January 1st, May 1st, July 1st, or October 1st fiscal year for one year (*Please Note*). New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year.
- 2.4 The required Software Maintenance and Support Agreement will automatically renew annually, unless the Licensee notifies VSI in writing that the Licensee is terminating VSI Maintenance Support. VSI reserves the right to increase the annual maintenance fees annually. Customers can contact VSI in advance to obtain a firm quote for the next fiscal year.

KW VSI Initials _____ Customer Initials

ARTICLE 3 – Software Training and Installation Services

- 3.1 Training is offered at the Customer site, at VSI (12 Market Place, Essex Junction, Vermont), and remotely based on a daily rate, as described in the VSI standard Sales and Support Policies, Exhibit A.
- 3.2 Any training services and estimated charges for each Licensee, including the number of training days, and travel, lodging, meals, and other expenses, are itemized in Exhibit B. All training dates must be mutually agreed upon by VSI and the Licensee. The Licensee can request a change of training dates and number of training days. However, if a change is made after travel arrangements have been completed, the Licensee will be responsible for any additional costs incurred as a result of the changes.
- 3.3 If VSI is providing other Installation Services, such as hardware and network operating system installation and setup services, they will be listed in Exhibit B, as well.
- 3.4 The Licensee is responsible for reimbursing VSI for all reasonable expenses, such as travel, lodging, meals, and other expenses necessary to complete the training, as requested by the Customer. While the estimated out-of-pocket expenses are listed in Exhibit B, only the actual expenses will be billed to the Customer, unless the Customer requires a fixed price in advance.

ARTICLE 4 – VSI Hosting Services

- 4.1 If the WebTrac software is being licensed, it requires a web server, either in-house or hosted, to link the Customer's transaction server with the internet. If the Customer selects the VSI hosting option for a minimum of one year, the fee will be included in Exhibit B and it will be billed annually in advance. New customers will be charged on a prorated basis from the first day of the installation month through the end of the current fiscal year. Exhibit C web server hosting does not apply to this Sales Agreement.
- 4.2 If the Customer selects complete VSI hosting services, whereby the VSI application software and Progress software are installed on VSI servers at the Tech Vault data center, the monthly fee for this option will be included in Exhibit B. Since VSI will not be providing complete hosting services for City of Montclair, CA Exhibit D hosting services specifications does not apply to this Sales Agreement.

ARTICLE 5 – Charges and Payment

- 5.1 Customer On-Premise Hosted Software – if the Customer is installing the software on its own servers, the Licensed Software charges will be billed to the Customer when shipped or following the initial training session, based on circumstances, and will be due within 30 days.
- 5.2 VSI Hosted Software: if VSI is providing complete Hosting Services, VSI will install the software on the Customer's servers at the Tech Vault data center. The Licensed Software charges will be billed to the Customer when the software applications become available for Customer use or following the initial training session, and will be due within 30 days.
- 5.3 For Customer On-premise Hosted Software, the initial Software License fee includes ground shipping of the DVD that contains the software and electronic copies of all documentation. If special shipping is requested, the Customer shall pay all associated additional charges. VSI shipping terms for third party hardware and software are FOB Origin.
- 5.4 The Customer shall pay all applicable sales, consumer use, and other taxes required by law, unless it is exempt from any or all of these taxes. If tax-exempt, the Licensee must provide a tax exemption certificate.
- 5.5 VSI will invoice the Customer for training and installation services, along with travel and other expenses, immediately following the completion of each occurrence of training or other services.
- 5.6 VSI Hosting Services fees will be due on the first day of each month or fiscal year.

 VSI Initials _____ Customer Initials

ARTICLE 6 – Security of Programs

- 6.1 The Customer shall be solely responsible for the supervision and control of the licensed Customer hosted software to ensure that it is stored in a secure location for Customer use only and that no unauthorized and unlicensed third party gains access to it. VSI is responsible for the security of all VSI hosted software.
- 6.2 Under no circumstances shall the Customer be authorized to perform Reverse Engineering of the software object code in order to illegally generate source code.

ARTICLE 7 – Warranties

- 7.1 VSI warrants that it has the right to license the Licensed Software, and that there are no pending liens, claims, or encumbrances against the software.
- 7.2 VSI warrants that the software shall conform to its published specifications in the Related Materials, including, but not limited to, the Capabilities Summary, On-Line Help, Reports Manual, User Reference Manual, and Training Tutorials. VSI warrants that the software is merchantable, in that it will properly install and operate according to the specifications herein.
- 7.3 VSI warrants to the Customer that it is solvent, not in bankruptcy proceedings or receivership, nor is it engaged in any proceedings, which would have an adverse effect on its ability to perform its obligations under this Agreement.
- 7.4 VSI warrants that there has been no violation of copyrights or patent rights in connection with the Licensed Software in this Agreement. VSI shall indemnify and save harmless the Licensee from any suit or proceeding brought against the Licensee by reason of any such infringement or any wrongful use. VSI will defend or settle any such claim, although the Licensee shall be entitled to be independently represented by counsel of its own choice.

ARTICLE 8 – Limitation of Liability

- 8.1 Except for the warranties specified in Section 7, VSI grants no warranties, expressed or implied, including, but not limited to any implied warranties of fitness for a particular purpose. Notwithstanding anything to the contrary in this Agreement, it is expressly agreed that neither VSI nor the Customer shall be liable to the other Party for special, incidental, indirect, or consequential damages, or for any loss or claim by either Party.
- 8.2 The Parties agree that the laws of the State of Vermont will govern this Agreement, and that the venue for legal resolution shall be in Chittenden County, Vermont.

ARTICLE 9 – Risk of Loss

- 9.1 For Customer hosted installations, the risk of loss or destruction, regardless of the cause, shall be the responsibility of VSI until the Licensed Software and Related Materials have been delivered to the Customer's premises. For VSI hosted installations, VSI will be responsible for the risk of loss or destruction.
- 9.2 For Customer hosted installations, the Customer shall be responsible for verifying that the Licensed Software and Related Materials have been received, installed on the designated computer(s), and are operational, unless the Agreement specifies that VSI will install the Licensed Software as part of the on-site training. For VSI hosted installations, VSI will be responsible for installing the software on the Customer's servers.

ARTICLE 10 – Application Source Code

- 10.1 The Source Code for all VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet 802-878-3346, jfr@essexvtlaw.com. The source code held in escrow is updated after each software release. If VSI defaults in providing software maintenance support due to company failure, or discontinuance of said service by VSI or VSI's bankruptcy, then the source code will be made available to the Customer within thirty days of written notice by the Escrow Agent for Customer support use only.

KWJ VSI Initials _____ Customer Initials

ARTICLE 11 – Independent Contractor

11.1 In performing the work under this Agreement, VSI acts as an Independent Contractor and is solely responsible for necessary and adequate workers' compensation insurance, as well as personal injury and property damage insurance.

ARTICLE 12 – Change Orders or Extensions

12.1 The Customer may require changes in the scope of services to be performed by VSI. Such changes, including any increase or decrease in compensation amount, must be mutually agreed upon in writing by the Licensee and VSI. VSI shall be compensated for all authorized changes in services.

ARTICLE 13 – Authorization and Entire Agreement

13.1 Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights stated herein, and to perform the duties and obligations described herein.

13.2 This Agreement and the attached Exhibits A and B constitute the entire Agreement between Vermont Systems and the Licensee.

13.3 If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced, then all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.

Vermont Systems, Inc.

Licensee: City of Montclair

Authorized Signature

Authorized Signature

Kate W. Mitchell, Vice President
Printed Name and Title

Paul M. Eaton, Mayor
Printed Name and Title

Date

Date

ATTEST:

Yvonne Smith
Deputy City Clerk

Date: _____

EXHIBIT A
Customer Sales and Support Policies 9-12-12

1. SOFTWARE LICENSE:

The application software license is a one-time fee, which provides for the perpetual use of the software. While a deposit will not be required, the full software license fee is due for all accounts within 30 days of completion of the first training session. The Progress OpenEdge V10 Application Server software and Personal, Workgroup, or Enterprise Relational Database Management System (RDBMS imbedded database) software licenses are also required to operate the VSI Windows WebClient/Client application software.

1. ANNUAL SOFTWARE MAINTENANCE AND SUPPORT:

The required annual maintenance support fee is prorated from the first day of the installation month to the end of the first fiscal year, and thereafter, it is due annually on the first day of each new fiscal year. This fee includes the following: Worldwide telephone (800 US & Canada) and web support for VSI and Progress software five (5) days/week, Monday-Friday, 8am-8pm ET, and availability of chargeable Extended Hours Pager Support Monday - Friday, 8pm-10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. Further, Pre-Arranged Non-Standard Hours Pager Support is also available, as described in Section 4 below. The following are included:

- Maintenance and repair of application software malfunctions with an acknowledgement response, as described in the Call Process, Section 5 below.
- One major application software upgrade every two years, along with multiple optional periodic updates. Major upgrades usually require a database conversion, while other periodic updates are program only. Enhancements are based primarily on user requests, but they also include an extensive number of VSI initiated improvements, all of which are added at the discretion of VSI. In its' quarterly newsletter, VSI notifies all Customers regarding the status and availability of all software releases. The same data is available on the VSI web site at all times. Customers must request all major software upgrades, which are distributed on a DVD with standard ground shipping. Program only updates can be downloaded via VSI's web page www.vermontsystems.com under Support or by requesting the update DVD at any time.
- One biennial database conversion by VSI via FTP or WebEx during standard VSI business hours. VSI FTP/WebEx database conversion services are only chargeable, if started and/or completed during non-standard VSI business hours (before 8am and after 5pm ET, Monday through Friday and on weekends and holidays). Please note that all non-production database conversions are billable at standard VSI support rates.
- Federal and State regulatory requirement changes.
- User ID and Password login access to Customer Support and Downloads sections on VSI web site.
- Phone support to explain how to configure database, how system works, and how to prepare for implementation of certain functions, such as those listed below under Extended Dedicated Support.
- Updates to financial and other interfaces due to VSI application software modifications and not due to application software modifications by other vendors.

Any of the following costs associated with customer support are not included:

- Actual usage of Extended Hours Pager/Telephone Support at rates listed in Section 4 below.
- Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support is chargeable with a minimum of four hours, which can be nonconsecutive, as described in Section 4 below.
- Any associated travel and out-of-pocket expenses for installation and training services.
- Installation and configuration of product enhancements or releases, database repairs, and more than one bi-annual database conversion are chargeable, unless VSI is providing hosted services..
- Telephone support related to computer hardware, operating systems, networking, and reinstallation and configuration of application software is chargeable. If the hardware and software configurations are modified after VSI has completed on-site or telephone installation services, additional requested support services are chargeable.
- Telephone training, as a substitute for on-site training or classroom training at VSI, as well as for untrained operators, is chargeable. Refer to Sections 6 and 7 below for hourly pricing.
- VSI application software WAN Client access configuration.
- Customized print programs and updates are chargeable at the rate listed under Section 6 below.
- Interfaces to export or import data from or to other application software databases are chargeable.
- Extended Dedicated Support to implement or change certain functions, such as 1) Switching from Cash to Accrual Accounting; 2) Reinstall WebTrac software on server; 3) Customize Splash Page; 4) Create Web Bypass Links; 5) WebTrac Style Sheets changes; and, 6) Database Support to analyze and correct out-of-balance condition.

3. PROGRAMMING ENHANCEMENTS:

Although our policies provide for charging for special programming, we generally do not charge for individual enhancement requests. All approved enhancements and repairs are automatically included in all updates as part of the annual maintenance fee.

4. **VSI EXTENDED HOURS PAGER/TELEPHONE SUPPORT SERVICES PRICING:**

Standard Extended Hours Pager/Telephone Support

Monday - Friday 8pm - 10pm ET, and Saturday, Sunday, & Holidays 8am-5pm ET. If extended hours support is actually provided, it is chargeable at \$100/hour with a minimum of \$50 per call or multi-call issue.

Pre-Arranged Non-Standard Extended Hours Pager/Telephone Support

Non-Standard Extended Hours support may be pre-arranged by calling VSI at least one full business day in advance. While the stand-by rate is \$50/hour with a minimum of 4 hours, the actual extended pager support is chargeable at \$150/hour with a minimum of \$75 per issue, which could involve multiple phone calls. VSI reserves the right to modify these extended hours pager rates at any time.

5. **SUPPORT CALL PROCESS:**

To provide high quality support and to effectively assign resources to incoming calls, three types of call priorities are identified as follows: Priority 1 is considered Urgent or High Priority, Priority 2 is classified as Medium Priority, and Priority 3 is deemed to be Low Priority. The criteria used to establish guidelines for these priorities are as follows:

Priority 1 - High

Consists of errors that cause unrecoverable loss or corruption of data or loss of essential software functionality that prevents Customer processing, and there is no workaround. Generally, the system would be down.

Priority 2 - Medium

Consists of errors that cause loss of essential software functionality that prevents Customer processing, but has a workaround, or loss of non-essential software functionality that does not have a workaround. Generally, the system is not down, but the problem is causing staff inconvenience.

Priority 3 - Low

Consists of errors that may be causing loss of non-essential software functionality, but have a workaround. While the system is not down generally, the Customer's operational questions need to be resolved.

Response Times

VSI will respond to Priority 1-3 support calls in accordance with The Table of Service below, and all time references are clock hours or calendar days, unless otherwise specified. The Customer will use the VSI telephone number or support email address during standard VSI business hours, as described in Section 2, or the VSI pager number during standard pager support hours, as described in Section 4. The Customer can also call the pager number to request support during pre-arranged non-standard pager support hours, as described in Section 4. The Customer and VSI support person may also use cell phones for more efficient responses.

All issues or questions reported to support are tracked via a logged support call that contains at a minimum the Customer name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of the question or issue, and any other pertinent information. The support person will provide the Customer with a call number to track each call issue. Each call will be stored in a queue and the first available support representative will be assigned to the next call issue.

While reviewing the call issue, the assigned support person will contact the Customer, if additional information is needed. The VSI support person will either resolve the issue with the Customer or advise the Customer regarding the status and the course of action being taken to resolve it. All correspondence and actions associated with a call are tracked in the support database. If the issue needs to be escalated to a development resource, the Customer will be informed. While issues escalated to development will be scheduled for resolution, they may not be resolved immediately depending on the nature and complexity of the issue. The Customer may contact the support department at its convenience for a status update on development issues.

Escalation Process

In the event that VSI is unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in the Table of Service below, VSI will initiate escalation procedures at VSI's sole expense, except if due to hardware malfunctions, utility failures, air conditioning malfunctions, non VSI software problems, communications malfunctions, environmental problems, user errors or any other cause outside VSI's reasonable control, in which case VSI may charge the Customer at the hourly rates listed in Sections 4, 6, & 7. However, VSI will continue to assist the Customer to resolve the problem, even when VSI and Customer may not agree on the cause of the problem.

Table of Service Requirements.

The table below lists the service level required by the three Priority levels described above:

Service Level Required	Priority 1	Priority 2	Priority 3
	(time measured from initial call to VSI)		
Initial Response Due	1 hour	4 hours	5 days
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days	As mutually agreed
Escalation Stage 1 (Support Managers)	12 hours	7 days	N/A
Stage 1 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 2 (Vice President of Support)	24 hours	7 days	N/A
Stage 2 Status Report Intervals	Every 4 hours during standard business hours	daily	N/A
Escalation Stage 3 (President)	72 hours	10 days	N/A

6. VSI SUPPORT SERVICES PRICING (Non-Military)

The on-site training rate is \$720 per 8-hour day, plus out-of-pocket travel expenses. The VSI classroom-training rate is \$720 per 8-hour day for up to two trainees and \$150 per day for each additional trainee. Other services include 800 telephone training at \$100/hour, programming, hardware, and network configuration support services at \$1040/day or \$130/hour. Any hours in excess of eight are chargeable. Travel time is charged at \$360 daily plus travel expenses. VSI reserves the right to modify these rates at any time.

7. VSI WEEKEND SUPPORT SERVICES PRICING (Non-Military):

The weekend training rate is \$1,080/day, while the hourly rate is \$150 with a two-hour minimum. If the Customer asks the VSI Trainer to stay over a weekend, in order to save on travel costs, and no training is provided, the rate is \$250/day, plus all normal travel expenses. VSI reserves the right to modify these rates at any time.

8. ON-SITE TRAINING SHORT NOTICE CANCELLATION PENALTY:

If scheduled on-site training is cancelled with less than 3 weeks' notice, the Customer will be responsible for any travel expenses losses, as well as a \$500 penalty to partially offset VSI Trainer rescheduling costs.

9. TRAINING CANCELED DURING SCHEDULED ONSITE TRAINING WEEK:

If the Customer cancels training for any reason (weather, trainee sickness, etc) while the VSI Trainer is onsite, Customer must still pay VSI daily rates for training and travel expenses.

10. TELEPHONE SUPPORT:

Telephone support worldwide, during VSI standard business hours, is included in the Annual Software Maintenance and Support fee, provided that VSI has previously trained the individuals being supported. Otherwise, chargeable telephone or on-site training must be completed.

11. APPLICATION SOFTWARE SOURCE CODE:

The Source Code for the VSI application software, along with a list of licensed customers, is held in escrow by VSI's Escrow Agent, Kolvoord, Overton, & Wilson, Attorneys, at 6 Joshua Way, Suite B, Essex Junction, Vermont 05452, Attn: Jason Ruwet, 802-878-3346, jfr@essexvtlaw.com. If VSI defaults in providing software maintenance support due to company failure, discontinuance of support services, or VSI's bankruptcy, the Escrow Agent will make the source code available to the Customer within thirty days of written notice by the Escrow Agent. The source code can only be used to support each VSI licensed customer.

12. DOCUMENTATION:

All documentation is provided electronically on a DVD by application and it includes the User Reference Manual, Installation Planning Guide, Reports Manual, Installation Instructions, On-Line Help, and Sample Database with Tutorial. Customers can print any number of copies needed to train their staffs and manage their operations. Hard copy manuals are available at \$75 each and this amount is subject to change.

13. INSTALLATION PLANNING:

The installation planning process begins with the placing of your order. We will assist you to develop a plan, which will assign Customer and VSI responsibilities for the various elements required to successfully complete the installation and training.

14. THIRD PARTY VENDOR GENERAL LEDGER/CASH RECEIPTS INTERFACE PROCEDURES:

The VSI Trainer will configure RecTrac/GolfTrac software for the appropriate vendor interface and will show the Customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the Customer's responsibility to contact the financial software vendor to arrange for assistance to import the daily batch file for automatic posting to the cash receipts or general ledger system. The VSI trainer is not responsible for importing the batch files into any third party application software or for contacting the vendor.

15. HARDWARE PAYMENT & WARRANTY:

Full payment for the hardware and systems software is due following delivery, after verification of the order. The verification process must be completed, so that all payments can be made within 30 days of delivery. The VSI supplied hardware includes Warranties from the manufacturers or distributors for specified periods. Please review the Warranty chart provided by VSI. After the warranty period or add-on warranty period, hardware vendors also provide time and materials maintenance support. Warranty and Maintenance Contract service provided on a Depot Basis can require several days to complete. Therefore, plan your purchases to include spare critical units, in order to provide your users with uninterrupted operations.

16. VSI POS HARDWARE SUPPORT:

To support our POS software applications, VSI offers a broad range of hardware computers and peripherals that we have evaluated, qualified, and configured to function properly with our software. This requires an extensive investment of resources including labor and the purchase of one or more of each type hardware product. Further, these hardware products are essential to support our customers and for testing each software upgrade. Most customers appreciate the availability of these qualified products, since it saves them from experiencing the same expensive process.

Our priority is to offer only high quality products with extended warranties at competitive prices, but not necessarily at the lowest prices. A qualified product that is competitively priced is much more important than the lowest price. More often than not a lower priced, unqualified product will eventually cost much more for all concerned. VSI hardware support policies are as follows:

Qualified POS Hardware Purchased from VSI – Full Support:

VSI will be responsible for ordering the properly configured hardware with the correct cables and other features, delivery, installation and configuration assistance, toll free telephone support, and warranty service arrangements, as needed.

Qualified POS Hardware Purchased from Another Source – Partial Support:

VSI is not responsible for resolving problems resulting from incorrectly ordered hardware, resulting installation and configuration problems, and warranty service arrangements. However, VSI will provide limited guidance and support, during the installation of the hardware. If issues are not resolved within a few minutes, then VSI will continue to provide 800 phone assistance at the standard VSI rate of \$100 per hour.

Non-Qualified POS Hardware Purchase from another Source – Limited Support:

VSI does not support non-VSI qualified POS hardware using our 800 support lines. However, if a customer calls for assistance and the VSI support person determines that the request is for a non-qualified product, he/she will discuss options as follows: 1) Select qualified hardware on the VSI price list, or 2) Discuss qualifying a new product with VSI management. If a customer requests VSI to consider qualifying a non-qualified product, we will evaluate the circumstances, and if justified, will attempt to qualify. In order to proceed, the customer must send an evaluation unit to VSI and we will attempt to qualify it at the rate of \$100/hour. The customer must specify a qualifying spending limit. If successful, VSI may or may not add the product to our price list. If added, VSI will continue to support the product, as described under qualified hardware options. If not, any on-going qualifying that might be required, as a result of hardware or software upgrade changes, will be chargeable at \$100/hour.

POS Hardware Onsite Installation Support:

If you expect the VSI Trainer to install POS hardware during an onsite training trip, you must allocate sufficient time in the schedule to complete the software training and the hardware installation and configuration. The time allocated will vary based on the three situations described above, but the most time-consuming will involve hardware that VSI has not qualified. The time allocated will also vary depending on the number units to be installed. If the VSI Trainer installs and configures the hardware during a normal 8-hour workday, then this would be included in the previously approved onsite training fee. If the VSI Trainer is required to work in excess of 8 hours on any given day, in order to complete the hardware setup and software training during the scheduled onsite visit, then the Customer will be billed for overtime fees.



EXHIBIT B

Please See Detail Breakdown
on Following Pages

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

Description	Purchase Price	Annual Maint/Svs	Estimated Shipping	Total Price
RecTrac - Workgroup Multi-User Software				
Application Software	\$3,000.00	\$960.00	\$0.00	\$3,960.00
Progress OpenEdge Software	\$600.00	\$192.00	\$0.00	\$792.00
VSI-Add ons	\$1,683.00	\$150.00	\$0.00	\$1,833.00
Support Services - Training & Travel Expenses	\$4,840.00	\$0.00	\$0.00	\$4,840.00
Total RecTrac:	\$10,123.00	\$1,302.00	\$0.00	\$11,425.00
WebTrac - Basic Edition				
Application Software	\$3,175.00	\$685.00	\$0.00	\$3,860.00
Progress OpenEdge Software	\$635.00	\$137.00	\$0.00	\$772.00
VSI-Add ons	\$1,250.00	\$0.00	\$0.00	\$1,250.00
Support Services - Training & Travel Expenses	\$2,500.00	\$0.00	\$0.00	\$2,500.00
Total WebTrac:	\$7,560.00	\$822.00	\$0.00	\$8,382.00
PayTrac - Application Software & Hardware				
Application Software	\$750.00	\$150.00	\$0.00	\$900.00
Magstripe Readers	\$900.00	\$0.00	\$24.00	\$924.00
Total PayTrac:	\$1,650.00	\$150.00	\$24.00	\$1,824.00
Hardware - (VSI Qualified)				
Signature Pad	\$1,785.00	\$0.00	\$30.00	\$1,815.00
Total Hardware:	\$1,785.00	\$0.00	\$30.00	\$1,815.00
VSI TOTALS				
Application Software	\$6,925.00	\$1,795.00	\$0.00	\$8,720.00
Progress OpenEdge Software	\$1,235.00	\$329.00	\$0.00	\$1,564.00
Magstripe Readers	\$900.00	\$0.00	\$24.00	\$924.00
VSI-Add ons	\$2,933.00	\$150.00	\$0.00	\$3,083.00
Support Services - Training & Travel Expenses	\$7,340.00	\$0.00	\$0.00	\$7,340.00
Signature Pad	\$1,785.00	\$0.00	\$30.00	\$1,815.00
Grand Totals:	\$21,118.00	\$2,274.00	\$54.00	\$23,446.00

(plus tax where applicable)



EXHIBIT B

Please See Detail Breakdown
 on Following Pages

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

Installment Purchase Plan Options - No Interest Charges

<i>(Total Software License Figure Used For Installment Calculation)</i>		\$11,093.00
Two Year Payment Plan Purchase Option		<i>(Software License Portion Of Installment Amount)</i> \$5,547.00
Year 1	(Includes One Half The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance)	\$17,900.00
Year 2	(Includes One Half The Software License + Annual Maintenance)	\$7,821.00
Year 3+	(Annual Maintenance Only)	\$2,274.00
Three Year Payment Plan Purchase Option		<i>(Software License Portion Of Installment Amount)</i> \$3,698.00
Year 1	(Includes One Third The Software License + All Training + All Travel Expense + All Shipping + Annual Maintenance/Services)	\$18,051.00
Year 2	(Includes One Third The Software License + Annual Maintenance/Services)	\$5,972.00
Year 3	(Includes One Third The Software License + Annual Maintenance/Services)	\$5,972.00
Year 4+	(Annual Maintenance/Services Only)	\$2,274.00



RecTrac Workgroup Multi-User Software
Recreation Tracking Software
VSI Quote Number: 35796
 Please Review Notes on Last Page
 Software Pricing is Valid For 120 Days
 Hardware Pricing is Subject to Change

EXHIBIT B

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	Activity Registration (V-RT-MU-AR)	\$2,450.00	\$2,450.00	\$440.00
1	Each	Incident Processing and Reporting (V-RT-MU-IC)	\$0.00	\$0.00	\$0.00
1	Each	Systems Administration (required) (V-RT-MU-SA)	\$400.00	\$400.00	\$400.00
3	Each	Additional Users Over 2 (5 total concurrent) (V-RT-MU-AU)	\$300.00	\$900.00	\$120.00
1	Each	VSI "New Account" Discount (VSI-DISCOUNT WRKGRP)	\$750.00	\$750.00	\$0.00
Total Application Software:				\$3,000.00	\$960.00
Progress OpenEdge Software					
1	Each	OpenEdge Workgroup Appl Server & RDBMS (T-PG-MU-OE)	\$600.00	\$600.00	\$192.00
Total Progress OpenEdge Software:				\$600.00	\$192.00
VSI-Add ons					
1	Each	Local Taxes (8%) (X-S-PGM-01)	\$933.00	\$933.00	\$0.00
1	Each	RecTrac General Ledger Interface (to Springbrook) (V-RT-IN-GL)	\$750.00	\$750.00	\$150.00
Total VSI-Add ons:				\$1,683.00	\$150.00
Support Services - Training & Travel Expenses					
3	Day(s)	Installation/Training, On-Site/Day (X-S-TNG-01)	\$720.00	\$2,160.00	\$0.00
1	Day(s)	Travel time (X-S-TNG-09)	\$360.00	\$360.00	\$0.00
4	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$330.00	\$1,320.00	\$0.00
1	Each	Airfare for travel (estimated) (X-X-AIR)	\$1,000.00	\$1,000.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$4,840.00	\$0.00
Total Software, Hardware and Support Services				\$10,123.00	\$1,302.00
Grand Total - RecTrac:				\$11,425.00	
				<small>(plus tax where applicable)</small>	



Recreation & Parks Software

EXHIBIT B

WebTrac Basic Edition
Real-Time Internet Software
VSI Quote Number: 35796
 Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davev@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

Qty	Unit	Description	Unit Price	Extended Price	Annual Maint/Svs
Application Software					
1	Each	WebTrac Internet Software 1-5 RecTrac Users (V-WT-SU-IS-5)	\$1,850.00	\$1,850.00	\$370.00 ⁵
1	Each	WebTrac Activity Registrations (V-WT-SU-AR)	\$950.00	\$950.00	\$190.00 ⁶
1	Each	25 WebTrac Agents (V-WT-SU-AU)	\$625.00	\$625.00	\$125.00 ⁷
1	Each	VSI New Account Discount (V-WT-SU-DSC)	\$250.00-	\$250.00-	\$0.00
Total Application Software:				\$3,175.00	\$685.00
Progress OpenEdge Software					
1	Each	OpenEdge V10 Application Server & RDBMS (T-PG-SU-WB)	\$635.00	\$635.00	\$137.00 ⁸
Total Progress OpenEdge Software:				\$635.00	\$137.00
VSI-Add ons					
1	Each	WebTrac First Style Sheet Service Initial & Major (V-WT-IN-SS-1)	\$750.00	\$750.00	\$0.00 ⁹
1	Each	Standard Splash Page Options (V-WT-CP-SP)	\$500.00	\$500.00	\$0.00 ¹⁰
Total VSI-Add ons:				\$1,250.00	\$0.00
Support Services - Training & Travel Expenses					
2	Day(s)	Installation/Training, On-Site/Day (with RecTrac Trip) (X-S-TNG-01)	\$720.00	\$1,440.00	\$0.00
2	Each	Travel expenses - per day (estimated) (X-X-EXP)	\$330.00	\$660.00	\$0.00 ¹¹
4	Hour(s)	Phone/Webex Setup & Training/Hr. (estimated) (X-S-TNP-01)	\$100.00	\$400.00	\$0.00
Total Support Services - Training & Travel Expenses:				\$2,500.00	\$0.00
Total Software, Hardware and Support Services				\$7,560.00	\$822.00
Grand Total - WebTrac:				\$8,382.00 <small>(plus tax where applicable)</small>	



PayTrac Application Software & Hardware
Credit and Debit Card, Electronic Check, & Gift Card Interface
VSI Quote Number: 35796

EXHIBIT B

Please Review Notes on Last Page
 Software Pricing Is Valid For 120 Days
 Hardware Pricing Is Subject to Change

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
Application Software						
1	Each	VSI Credit Card External Redirect Interface (Plug'n Pay) (V-PT-IN-ERI)	\$750.00	\$750.00	\$0.00	\$150.00 12
Total Application Software:				\$750.00	\$0.00	\$150.00
Magstripe Readers						
3	Each	Magtek IPAD PCI Encrypted Pinpad PnP,USB,Display (H-MSR-MT-10)	\$300.00	\$900.00	\$24.00	\$0.00 13
Total Magstripe Readers:				\$900.00	\$24.00	\$0.00
Total Software, Hardware and Support Services				\$1,650.00	\$24.00	\$150.00
Grand Total - PayTrac:					\$1,824.00	<small>(plus tax where applicable)</small>

Note - see attached additional support document - VSI Electronic Payment Processing - for additional information on options for Credit card procesing thru VSI applications.

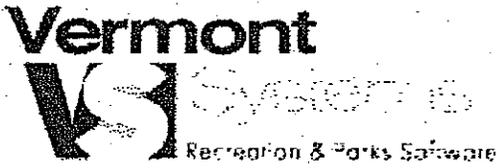


EXHIBIT B

Hardware (VSI Qualified)
VSI Quote Number: 35796
 Please Review Notes on Last Page
 Software Pricing is Valid For 120 Days
 Hardware Pricing is Subject to Change

Description: Updated VSI Software Pricing - June 2013
Prepared For: City of Montclair, Montclair, CA
Contact Name: Michelle Castillo, Senior Human Services Spvr
Contact Email: mcastillo@cityofmontclair.org
Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
Fax Number:
Quote Date: 06/21/2013

Qty	Unit	Description	Unit Price	Extended Price	Estimated Shipping	Annual Maint/Svs
Signature Pad						
3	Each	Topaz, Signature Gem, Transaction Terminal, USB (H-SIG-TP-01)	\$595.00	\$1,785.00	\$30.00	\$0.00
Total Signature Pad:				\$1,785.00	\$30.00	\$0.00
Total Software, Hardware and Support Services				\$1,785.00	\$30.00	\$0.00
Grand Total - Hardware:					\$1,815.00	
						<small>(plus tax where applicable)</small>

EXHIBIT B

Please See Detail Breakdown
 on Following Pages

Description: Updated VSI Software Pricing - June 2013
 Prepared For: City of Montclair, Montclair, CA
 Contact Name: Michelle Castillo, Senior Human Services Spvr
 Contact Email: mcastillo@cityofmontclair.org
 Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
 Fax Number:
 Quote Date: 06/21/2013

- 1 The Workgroup System is quoted for those organizations with 2-39 concurrent users. The pricing for the actual number of licensed concurrent users is found on the RecTrac quote page under the Application Software section. Two concurrent users are included with the purchase of the first RecTrac module. Additional concurrent users are priced as Additional Users Over 2 (concurrent).
- 2 VSI uses 4GL Progress V10 OpenEdge software to develop and deploy its' Release 10 software applications. The Progress software includes Client Networking, WebClient, SQL Client Access, ODBC/JDBC Drivers, & AppServer Internet Adapter. VSI also embeds the required Progress OpenEdge Workgroup RDBMS (Relational Database Management Software) with its' applications.
- 3 You can select any of the current nearly 100 standard GL Interfaces and 4 AP interfaces at this price. If a custom interface is needed, VSI will provide a quote, after reviewing the requirements. The implementation procedures for all interfaces are as follows: The VSI trainer will select (default) the appropriate vendor interface in RecTrac/GolfTrac and show customer how to generate the batch export file that contains the summary or detailed transactions for the day (or any date range). At this point, it is the customer's responsibility to contact the financial software vendor to arrange for assistance to import the batch file for posting to the cash receipts or general ledger system.
- 4 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip.
- 5 WebTrac enables your customers to process RecTrac transactions real-time using a browser via the internet.

 The WebTrac module does NOT include hosting services, which are priced separately. However, if needed VSI does offer two types of hosting services: Web Server Only or Web Server & Database. If you need Web Server Only hosting and your IT department or your off-premise web hosting vendor doesn't allow third party software to be installed on its servers, then VSI can offer Web Server Only hosting with a monthly fee, which is billed on annual basis. If you need full Web Server & Database hosting services, VSI will provide by installing your software on its servers at its TechVault data center with monthly billing.
- 6 WebTrac modules require respective RecTrac licensed modules in order to process web transactions.
- 7 The 25 Agents are required for processing Web transactions. Each Agent can service multiple requests to process hundreds of simultaneous transactions.
- 8 VSI uses the Progress Application Development & Deployment software to develop and deploy our Web applications that provide real-time Web transaction processing in RecTrac and GolfTrac.
- 9 VSI will customize the WebTrac stylesheet to match the appearance of your web site as closely as possible. After you have finalized your WebTrac page specifications, you will be asked to sign an approval form. VSI will provide the stylesheet programming services and then you will be asked to verify that the results match your specs. If you asked for additional changes following the completion of the initial styling then each major change request is priced at \$750.00. Minor & Seasonal change requests are priced at \$375.00 each.
- 10 The Standard Splash Page Option gives you the choice of one of 10 Standard Splash page options. Our 10 standards are available on our website to "try out", helping you to decide which option is best for your organization.

 The \$500 fee includes our support personnel assisting in the implementation of the template on your site. This typically takes 2-4 hours. Any time over 4 hours due to changes the customer asks for, will be charged at \$100/hr. If you want design changes to any of the standard templates that require the VSI Development team, we will provide you a quote for Custom Programming @ \$130/hour.
- 11 The included expenses are ESTIMATED for airfare, lodging, meals, and rental vehicle (for non-flying trips, car rental can be more due to tolls and gasoline usage). Actual expenses are billed after each trip. For states with Cashless Tolls, there may be a delay in billing these charges as we sometimes don't get these bills from the car rental companies until weeks after a trip is complete.
- 12 Depending on the Gateway you select, there could be setup fees charged by the Gateway up to \$150 per merchant account. There also could be transaction fees up to .075 cents per transaction.



EXHIBIT B

Proposal Summary Pricing
VSI Quote Number: 35796

Please See Detail Breakdown
on Following Pages

Description: Updated VSI Software Pricing - June 2013
Prepared For: City of Montclair, Montclair, CA
Contact Name: Michelle Castillo, Senior Human Services Spvr
Contact Email: mcastillo@cityofmontclair.org
Approved By: David Wirtz, Sales Manager (davew@vermontsystems.com)

Phone Number: (909)625-9451
Fax Number:
Quote Date: 06/21/2013

-
- 13 IPAD Pin Entry Device, HID, Keypad, PCI Secure MSR, Black Rubber, Display, 3DES Plug n'Pay Encryption Specific to VSI, 6ft Cord, USB 2.0, 6ft Cord, USB 2.0, 5VDC.

Expect 3-4 weeks for delivery



Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

800-377-7427 Toll Free
877-883-8757 Toll Free
802-879-6993 Local
802-879-5368 Fax
www.vermontsystems.com

June 26, 2013

City of Montclair
Michelle Castillo
Human Services Division
5111 Benito Street
Montclair, CA 91763

Dear Michelle:

Thank you for making Vermont Systems your choice for application software and support services. We look forward to working closely with you and your staff.

Enclosed please find two original sets of the VSI Software License, Maintenance and Support Agreement and Exhibits.

If this Agreement meets with your approval, please complete the following:

1. Page 1 of the Agreement. Enter the executed date.
2. Page 1 of the Agreement, Article 2.3. Please check your preference for your annual maintenance cycle. If your fiscal year does not fall on any of the dates listed, please choose the one that best fits your cycle.
3. Sign the signature page
4. Initial each page as noted
5. Fill out the Tax Exempt Form and indicate your taxable status
6. Return one set to VSI.

Laurie Valley, our Customer Support/Training Manager (lauriev@vermontsystems.com or ext 3006), will be contacting you to schedule your installation and training, as soon as we receive the signed Agreement. The software, Users Reference Manual, Reports Manual and Installation/Planning Guide will be shipped shortly. Once your primary trainer has been assigned, he/she will contact you to review the planning guide and begin the process of preparing for the training.

If you should have any questions, please contact us at your convenience.

Sincerely,

Kate W. Mitchell
Vice President/ Business Manager

Vermont Systems, Inc.

Resale & Exempt Organization
Certificate of Exemption

Suppliers Name:
Vermont Systems, Inc.
12 Market Place
Essex Junction, VT 05452

Description of Purchased Articles: Software

Please Check Applicable Lines:

- Purchase by Retailer, Wholesaler for Resale
 Purchase by 501C which is Religious, Educational or Scientific
 Direct Purchase by Governmental Unit
 Purchase by Volunteer Fire Dept, Ambulance Co., Rescue Squad

Are you considered a taxable entity by your state for sales tax? Yes or No

Name/Address of Purchaser:

Michelle Castillo
City of Montclair
Human Services Division
5111 Benito Street
Montclair, CA 91763

Federal ID Number _____

Purchaser's Primary Business: _____

I Certify that I am authorized to sign this certificate of exemption and that, to the best of my knowledge and belief, it is true and correct and made in good faith.

Signature: _____ Title _____

Name: _____ Date: _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-63 WITH FRICK, FRICK & JETTÉ ARCHITECTS, INCORPORATED, FOR DESIGN SERVICES FOR THE HUMAN SERVICES AND RECREATION FACILITY ADA UPGRADE PROJECT	DATE: August 19, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 2
	FILE I.D.: CVC060
	DEPT.: PUBLIC WORKS

REASON FOR CONSIDERATION: Architectural design services are required for the development of construction plans to address Americans with Disabilities Act (ADA) requirements for the Human Services and Recreation facility building.

BACKGROUND: The Human Services and Recreation facility was constructed in March 1977 with minimal design or construction consideration for participants with disabilities. Since the time of construction, ADA requirements have increased awareness, prompting staff to propose modification of the existing facility that would allow full amenities for all recreation participants. The racquetball courts will require wider doors, while the men's and women's locker rooms will require a complete remodel.

A Request for Proposals (RFP) for the development of plans, specifications, and bid documents was sent to the following five architectural firms:

- Brian Bloom Architects, Ontario, California
- Core State Architects, Ontario, California
- HC & D Architects, Norco, California
- Martinez Design Group, Irvine, California
- Frick, Frick & Jetté Architects, Apple Valley, California

After reviewing the responses to the City's RFP, the City's evaluation team determined that the proposal submitted by Frick, Frick & Jetté Architects, Incorporated, exhibited the most knowledge, experience, and projects of a similar nature.

FISCAL IMPACT: Funding for this ADA improvement project would be provided through the Community Development Block Grant Program. The total project budget is \$400,000. The design contract with Frick, Frick & Jetté Architects, Incorporated, is for an amount not to exceed \$55,000.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-63 with Frick, Frick & Jetté Architects, Incorporated, for design services for the Human Services and Recreation Facility ADA Upgrade Project.

Prepared by: Steve Strifer

Reviewed and Approved by: [Signature]

Proofed by: [Signature]

Presented by: [Signature]

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

HUMAN SERVICES & RECREATION BUILDING REMODEL

THIS AGREEMENT is made and effective as of August 20, 2013, between the City of Montclair, a municipal corporation ("City") and Frick, Frick & Jetté Architects a California corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on August 20, 2013, and shall remain and continue in effect for a period of 18 months until tasks described herein are completed, but in no event later than February 20, 2015, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$55,000 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all nondisputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the

Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, claims, applications, computer files, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error

or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE EXHIBIT B

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	1,000,000
Commercial general liability at least as broad as ISO CG 0001 (general aggregate)	2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	1,000,000
Professional Liability (per claim and aggregate)	1,000,000
Worker's compensation	Statutory

(b) All insurance required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled or materially changed except after thirty (30) days' written notice by the insurer to City by certified mail. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or subagreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City or the study area prior to the completion of the work under this Agreement.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Michael C. Hudson
City Engineer
City of Montclair
5111 Benito Street
Montclair, CA 91763

To Consultant: Gino Bastianon
Frick, Frick & Jetté Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Gino Bastianon (responsible employee) shall perform the services described in this Agreement.

Consultant's responsible employee may use assistants, under his direct supervision, to perform some of the services under this Agreement. Consultant shall provide City fourteen (14) days' notice prior to the departure of the responsible employee from Consultant's employ. Should he leave Consultant's employ, the City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement, including a City of Montclair business license.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. CONTENTS OF REQUEST FOR PROPOSALS

Consultant is bound by the contents of City's Request for Proposal, Exhibit "C" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the Consultant, Exhibit "D" hereto. In the event of conflict, the requirements of City's Request for Proposals and this Agreement shall take precedence over those contained in the Consultant's proposals.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY:

CITY OF MONTCLAIR, CALIFORNIA

CONSULTANT:

FRICK, FRICK & JETTÉ ARCHITECTS

Paul M. Eaton
Mayor

Name

Title

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Name

Title

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

EXHIBIT A



FRICK, FRICK & JETTÉ
ARCHITECTS, INCORPORATED

July 31, 2013

Mr. Steve Stanton
Project Manager, Engineering Division
City of Montclair
5111 Benito Street
Montclair, CA 91763

Re: Human Services/Recreational Building Remodel

Dear Mr. Stanton:

Thank you for the opportunity to submit our proposal for the referenced project. The scope of work includes design services for several areas as follows:

Task 1 – Preparation of a conceptual master plan that includes the racquetball courts, elimination of the rear corridor, men's and women's restroom, gym facility expansion, employee restroom and the corner office modifications. Estimate of probable construction costs for each area of work via square footage formula.

Task 2 – Complete construction drawings for the ADA improvements to one racquetball court, elimination of the rear corridor, men's and women's restroom.

Also included, is submittal to the City for approval, assistance with competitive bid process and field administration.

Exclusions:

- Agency fees.
- Printing and advertising for bidding and construction.
- Hazardous materials identification and removal.
- As built investigation if record drawings are unavailable.
- Any bidding and field administration required over two phases.

Proposed Professional Services Fee -	Task 1:	\$ 4,900.00
	Task 2:	<u>\$50,100.00</u>
	Total Not to Exceed:	\$55,000.00

19153 TOWN CENTER DRIVE, SUITE 101, APPLE VALLEY, CALIFORNIA 92308
(760) 240-6211 • www.fj-arch.com • FAX: (760) 240-7729

EXHIBIT B

Client#: 5513

FRICKFRIC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates 199 S Los Robles Ave Ste 540 Pasadena, CA 91101 626 844-3070	CONTACT NAME: Marie Swaney PHONE (A/C No, Ext): FAX (A/C, No): E-MAIL ADDRESS: mswaney@insdra.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Co</td> <td>25674</td> </tr> <tr> <td>INSURER B: Hartford Accident & Indemnity</td> <td>10448</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Co	25674	INSURER B: Hartford Accident & Indemnity	10448	INSURER C: XL Specialty Insurance Co.	37885	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Frick Frick & Jette Architects 19153 Town Center Dr., Ste 101 Apple Valley, CA 92308 760) 240-6211														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6802070L659	06/07/2013	06/07/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/PROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> No Owned Autos <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA2073L281	06/07/2013	06/07/2014	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57WECLQ688	09/01/2012	09/01/2013	<input checked="" type="checkbox"/> INC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Lib Claims Made Form		DPS9704907	04/01/2013	04/01/2014	\$1,000,000 Per Claim \$2,000,000 Annl Aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Cancellation Notice: 30 Day/10 Day for non-payment of premium will be mailed to certificate holder. General Liability policy excludes claims arising out of the performance of professional services.
PROOF OF COVERAGE(S)

CERTIFICATE HOLDER PROPOSAL PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EXHIBIT C



MONTCLAIR

May 7, 2013

Mr. Gino Bastianon
Frick, Frick & Jette Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA. 92308

RE: REQUEST FOR INTRESTS

The City of Montclair is seeking an architect firm for preparation of plans, specifications, and cost estimate for the remodel of an existing city facility.

The first step in the selection process is to develop a pool of qualified consultants from which the City will request proposals. If you are interested in receiving a request for proposal, please submit a letter of interest and a statement of qualifications. If you wish, you may use the federal form SF-255.

The project will entail renovations of a men's and women's restroom/locker room, racquetball court modifications, a weight room expansion and lobby improvements. Associated work includes Plumbing, Mechanical and Electrical.

Interested consultants shall provide in writing, services provided, past experiences, project input, and references. Statements of qualifications / letters of interest are due by May 24, 2013, and shall be submitted to;

Mr. Steve Stanton
Project Manager
City of Montclair
5111 Benito Street
Montclair, CA. 91763

Please submit any questions or comments to Steve Stanton;
sstanton@cl.montclair.ca.us

(909) 625-9444

City of Montclair
Public Works Department
Engineering Division

Steve Stanton
Project Manager

CITY OF MONTCLAIR

5111 Benito Street, P. O. Box 2308, Montclair, CA 91763 (909) 626-8571 FAX (909) 621-1584

Mayor Paul M. Eaton * Mayor Pro Tem Bill Ruh * Council Members: Leonard Paulitz, J. John Dutrey, Carolyn Raft * City Manager Edward C. Starr

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-64 WITH MT. SAN ANTONIO COLLEGE AUTHORIZING THE MONTCLAIR FIRE DEPARTMENT TO PROVIDE CLINICAL TRAINING TO EMERGENCY MEDICAL STUDENTS	DATE: August 19, 2013 SECTION: AGREEMENTS ITEM NO.: 3 FILE I.D.: FRD245 DEPT.: FIRE
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-64 with Mt. San Antonio College (Mt. SAC) authorizing the Montclair Fire Department to provide clinical training to emergency medical students.

A copy of proposed Agreement No. 13-64 with Mt. SAC is attached for the City Council's review and consideration.

BACKGROUND: Mt. SAC has an Emergency Medical Technician-Paramedic (EMT-P) Program that provides training and instruction to students leading to certification and licensure as EMT-paramedics in the State of California. This program requires a 480-hour internship for trainees to obtain broader clinical learning experiences in a location providing primary 9-1-1 service. Mt. SAC desires to have the Montclair Fire Department provide field training to some of its EMT-P students.

The Montclair Fire Department is currently a field-training agency for paramedic students and employs five paramedics who have completed the required training to become clinical preceptors. Preceptors may provide field training to EMT-P students/interns and are obligated to practice and maintain advanced life-support (ALS) skills. The Montclair Fire Department has determined that serving as a field-training agency is beneficial to its paramedic program.

The term of proposed Agreement No. 13-64 is from August 19, 2013, through May 23, 2016.

FISCAL IMPACT: There would be no direct fiscal impact to the City's General Fund should the City Council approve this item.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-64 with Mt. San Antonio College authorizing the Montclair Fire Department to provide clinical training to emergency medical students.

Prepared by:

Angela Bird
Paula Hall

Reviewed and
Approved by:

M. de Mont
Steve C. Hart

Proofed by:

Presented by:

ORIGINAL



**AFFILIATION AGREEMENT
BETWEEN
MT. SAN ANTONIO COLLEGE
AND
MONTCLAIR FIRE DEPARTMENT**

THIS AFFILIATION AGREEMENT is made and entered, in duplicate, as of **MAY 23, 2013** by and between MT. SAN ANTONIO COLLEGE, 1100 N. Grand Ave., Walnut, CA 91789 ("Program") and **MONTCLAIR FIRE DEPARTMENT** a municipal corporation ("Affiliate"), with reference to the following facts:

RECITALS:

WHEREAS, Program conducts training and instruction programs for students leading to certification and licensure as EMT-Paramedics in the State of California (hereinafter collectively referred to as "Trainees"); and

WHEREAS, said training requires a 480-hour internship for Trainees to obtain broader clinical learning experiences in a location providing primary 911 service; and

WHEREAS, Affiliate maintains facilities which can be used to furnish clinical experience to Trainees and is an approved emergency medical services provider, and Affiliate desires to have their facilities so used; and

WHEREAS, it is in the mutual interest and benefit of the parties that Trainees obtain their clinical experience at Affiliate's facilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth below, the parties agree as follows:

- I. **RESPONSIBILITIES OF PROGRAM.** Program agrees that it shall:

- A. Establish the educational goals and objectives of the paramedic education program in a manner consistent with the standards and requirements set forth by Affiliate. Such goals and objectives shall reflect Program's commitment to providing education and training programs to Trainees.
- B. Designate a member of Program's staff to provide coordination, oversight and direction of Trainee's educational activities and assignments during the field internship with Affiliate. Such person shall be the Clinical Coordinator and shall also act as liaison with Affiliate.
- C. Provide each Trainee with a pre-assigned health assessment, which shall include a history of immunizations, proof of Hepatitis B vaccination or immunization, proof of MMR vaccination, proof of negative TB test, and proof of varicella titer.
- D. Educate trainees regarding compliance with all required OSHA regulations including, but not limited to, Blood-borne Pathogen Standards.
- E. Furnish each Trainee with a clinical experience manual or materials that describe the goals, policies, and procedures of the Program. Affiliate shall have the opportunity to review and comment on these materials.
- F. Development and implement a mechanism for determining evaluation of the performance of Trainees to include, where appropriate, input from Affiliate.
- G. Maintain records and reports concerning the education of Trainees, which shall include the Trainee's licensure/certification, pre-assignment health assessment record, and history of immunizations.
- H. Maintain medical malpractice insurance for Trainees during the field internship with Affiliate.
- I. Program recognizes that Trainees are NOT covered by Affiliate's Workers' Compensation Insurance or Self-Insured Program. Program represents and warrants that it will maintain, or ensure that its Trainees are covered under Program's Workers' Compensation Insurance should any Trainee be injured or become ill during the course of their clinical internship. Program will provide Affiliate with a written verification of insurance coverage in the form of a certificate of insurance prior to the commencement of the program.

- J. Require assigned Trainees to:
 - 1. Comply with Affiliate's applicable policies, procedures and guidelines, and applicable state and federal laws and regulations, including those concerning the confidentiality of patient care and patient care records; and
 - 2. Have all required personal protective equipment including, but not limited to, safety goggles and an appropriate uniform.

II. RESPONSIBILITIES OF AFFILIATE. Affiliate agrees that it shall:

- A. Maintain adequate staff and equipment to meet the educational goals and objectives of the Program in a manner consistent with the standards and requirements established by Program and Affiliate.
- B. Assign each Trainee a preceptor with appropriate training and experience to supervise the Trainee during each clinical assignment. The preceptor shall monitor the Trainee's progress and evaluate the Trainee at the end of each shift on forms provided by the Program.
- C. Designate, after consultation with Program, a person to coordinate Trainees' schedules and activities while working with Affiliate. Such person shall be the Program Coordinator and shall act as liaison with Program. The name of Affiliate's Program Coordinator shall be provided to Program's Clinical Coordinator.
- D. Implement schedules for Trainees in conjunction with the Clinical Coordinator and in accordance with Program's educational goals and objectives. Affiliate shall determine the number of Trainees permitted to rotate through the field internship. Affiliate must ensure that Trainees are provided appropriate supervision. Trainees are not to be used to replace staff of Affiliate and Affiliate is ultimately responsible for patient care.
- E. Protect the health and safety of Trainees on rotation with Affiliate by providing each Trainee with the following:
 - 1. A brief orientation of the clinical area where Trainee will be working, and information about Affiliate's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions;

2. Instruction in Affiliate's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in Affiliate's protocols for on-the-job injuries, including those resulting from needlestick injuries and other exposures to blood or body fluids or airborne contaminants;
 3. First aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of Trainee in the event of a needlestick injury to or other exposure of Trainee to blood or body fluids or airborne contaminants. In the case of suspected or confirmed exposure to the human immunodeficiency virus (HIV) or hepatitis, such follow-up care shall be consistent with the current guidelines of the Centers for Disease Control ("CDC") and the community's standard of care. Information regarding the CDC may be obtained by calling (800-342-2437). The initial care and administration of testing and prophylactic therapy shall be paid for by Program.
 4. Access to any of Affiliate's applicable reference materials.
- F. Maintain its approval as an emergency medical service provider and comply with all applicable laws, regulations and Program requirements. Affiliate shall notify Program within five days of receipt of notice that Affiliate is not in compliance with any such laws, regulations, or Program requirements.
- G. Permit inspection of its clinical and related facilities by the Clinical Coordinator or other Program faculty and staff to evaluate Trainee performance.
- H. With respect to any professional services performed by Trainees under this Agreement, Affiliate agrees to inform Program and its Clinical Coordinator as follows:
1. Immediately upon initiation of an investigation into the conduct of a Trainee;
 2. Within five days after receipt of service of a complaint, summons or notice of a claim naming a Trainee; or

3. Prior to making or accepting a settlement offer in any lawsuit or legal claim in which a Trainee has been named or in which a settlement is being proposed on their behalf.

III. DISCRIMINATION – PROHIBITION.

Program and Affiliate agree not to discriminate in the selection or acceptance of any Trainee pursuant to this Agreement because of race, color, national origin, religion, sex, sexual orientation, mental or physical disability, age, veteran's status, medical condition (cancer related) as defined in section 12926 of the California Government Code, ancestry, marital status, or citizenship, within the limits imposed by law or Program policy.

IV. TERM.

This Agreement shall commence on MAY 23, 2013 and terminate on MAY 23, 2016.

V. TERMINATION.

Notwithstanding any other provisions to the contrary, this Agreement may be terminated with or without cause at any time by either party upon thirty (30) days' prior written notice to the other party or upon completion of the rotations of all of the currently enrolled trainees.

VI. INSURANCE.

A. As a condition precedent to the effectiveness of this Agreement, Program shall maintain insurance or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Professional Medical Liability self-insurance with limits of one million dollars (\$1,000,000) per occurrence, with no annual aggregate limit. If such insurance is written on a claims-made form, it shall continue for five years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement and a deductible of no more than five hundred thousand dollars (\$500,000). In the event that a claims-made policy is canceled or non-renewed, then the Affiliate shall obtain extended reporting (tail) coverage for the remainder of the five (5) year period.

2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence and no annual aggregate limit. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.
3. Workers' Compensation Self-Insurance Program covering Program's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under this Section VI.A.1 and 2 shall not in any way limit the liability of the Program.

The coverages referred to under paragraph 2 of this Section VI.A. shall include Affiliate as an additional named insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of Program, its officers, agents, Trainees, and/or employees. Program, upon the execution of this Agreement, shall furnish Affiliate with Certificates of Self-Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days' advance written notice to Affiliate of any modification, change or cancellation of any of the above self-insurance coverages.

VII. INDEMNIFICATION.

- A. Affiliate shall defend, indemnify and hold Program, its officers, employees, agents and Trainees harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys fees, or claims for injury or damages are caused by or result from the negligent

or intentional acts or omissions of Affiliate, its officers, employees, or agents.

- B. Program shall defend, indemnify and hold Affiliate, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Program, its officers, employees, agents, or Trainees.

VIII. COOPERATION IN DISPOSITION OF CLAIMS.

Affiliate and Program agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement or in the operation of the Program. The parties shall notify one another as soon as possible of any adverse event which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. Program shall be responsible for discipline of Trainees in accordance with Program's applicable policies and procedures.

To the extent allowed by law, Affiliate and program shall have reasonable and timely access to the medical records, charts, and/or quality assurance data of the other party relating to any claim or investigation related to services provided pursuant to this Agreement; provided, however, that nothing shall require either Affiliate or Program to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

IX. PATIENT RECORDS.

Any and all of Affiliate's medical records and charts created at Affiliate's facilities as a result of performance under this Agreement shall be and shall

remain the property of Affiliate. Both during and after the term of this Agreement, Program shall be permitted to inspect and/or duplicate, at Program's expense, any individual charts or records which are: (1) necessary to assist in the defense of any malpractice or similar claim; (2) relevant to any disciplinary action; and/or (3) for educational or research purposes. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

X. INTERRUPTION OF SERVICE.

Either party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a party's services continues for a period in excess of thirty (30) days, the other party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other party.

XI. ATTORNEYS' FEES.

Except as expressly provided for in this Agreement, or as authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of this Agreement or the performance of either the District or the Contractor thereunder.

XII. ASSIGNMENT.

Neither Affiliate nor Program shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

XIII. SEVERABILITY.

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such

provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effective unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XIV. WAIVER.

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XV. EXHIBITS.

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

XVI. MODIFICATIONS AND AMENDMENTS.

This agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Affiliate and Program agree to amend this Agreement to the extent amendment is required by an applicable regulatory authority and the amendment does not materially affect the provisions of this Agreement.

XVII. USE OF NAME.

Neither party shall use the name of the other, including the name of Mt. San Antonio College, without the prior written consent of an authorized representative of the party.

XVIII. ENTIRE AGREEMENT.

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XIX. GOVERNING LAW.

This Agreement shall be governed in all respects by the laws of the State of California.

XX. NOTICES.

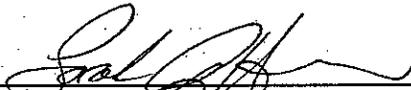
All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage paid, certified mail, return receipt requested, and addressed as follows:

TO PROGRAM: Mt. San Antonio College
1100 N. Grand Avenue
Walnut, CA 91789
Attn: Sarah Daum, Dean, Technology & Health Division

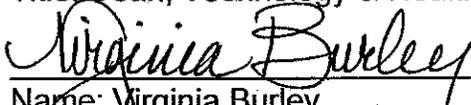
TO AFFILIATE: Montclair Fire Department
8901 Monte Vista Ave.
Montclair, CA 91763
Attn: Stephen Jackson, Fire Division Chief

The parties have executed this Agreement as set forth below.

MT. SAN ANTONIO COLLEGE

By: 
Name: Sarah Daum, Dean
Title: Dean, Technology & Health Division

Date: 6/7/2013

By: 
Name: Virginia Burley
Title: Vice President, Instruction

Date: 6/11/13

MONTCLAIR FIRE DEPARTMENT

By: 

Date: 6/25/13

Name: Steve Jackson

Title: Act. Deputy Chief

ATTEST:

Paul M. Eaton
Mayor

Yvonne L. Smith
Deputy City Clerk

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-65 WITH THE HOPE THROUGH HOUSING FOUNDATION TO CONTINUE THE AFTER-SCHOOL PROGRAM AT THE SAN ANTONIO VISTA APARTMENTS	DATE: August 19, 2013 SECTION: AGREEMENTS ITEM NO.: 4 FILE I.D.: HSV030 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider accepting funds from the Hope Through Housing Foundation to continue the After-School Program (ASP) at the San Antonio Vista Apartments Community Center. A copy of proposed Agreement No. 13-65 is attached for the City Council's review and consideration.

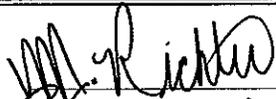
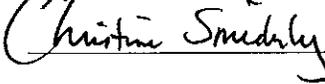
BACKGROUND: For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

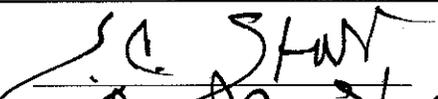
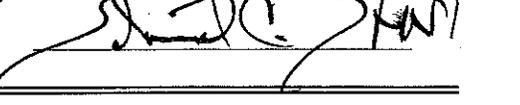
The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality community for all by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of the Montclair Community Collaborative and of the City's current ASP, the Hope Through Housing Foundation has partnered with the City to provide an ASP at the San Antonio Vista Apartments Community Center. The ASP will be operated Monday through Thursday afternoons from 3:00 p.m. to 6:00 p.m. Approval of Agreement No. 13-65 would allow the City of Montclair's After-School Program to continue its partnership with the Hope Through Housing Foundation.

The term of proposed Agreement No. 13-65 is August 26, 2013, through May 16, 2014.

FISCAL IMPACT: Should the City Council approve proposed Agreement No. 13-65, the Hope Through Housing Foundation would award the City \$34,670 to staff and provide supplies to the ASP.

Prepared by: 
Proofed by: 

Reviewed and Approved by: 
Presented by: 

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-65 with the Hope Through Housing Foundation to continue the After-School Program at the San Antonio Vista Apartments Community Center.



**SERVICES/FACILITY AGREEMENT
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the "Agreement") is made and entered into this 26th day of **August** of **2013** by and between **City of Montclair**, a California nonprofit, hereinafter referred to as the **PROVIDER**, and the **Hope Through Housing Foundation** a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

RECITALS:

- A. **WHEREAS, HOPE** is the agency contracted to manage the **SAN ANTONIO VISTA Apartment Community Center** (the **CENTER**) in the affordable housing development known as the **SAN ANTONIO VISTA Apartments** (the "Project, and
- B. **WHEREAS, HOPE** is able to provide space at the **SAN ANTONIO VISTA Apartment Community Center** (the **CENTER**) for programming available from the **PROVIDER**, and
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the **SAN ANTONIO VISTA Apartments** neighborhood, and
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, **after school** services described in **Exhibit A** attached hereto and incorporated herein by this reference ("PARTNER Activities") to residents of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. CITY OF MONTCLAIR

- (a) Commencing on the date hereof, the Provider shall provide **SERVICES** at the Property to residents of the Project and surrounding community pursuant to the terms of this Agreement. For purposes hereof, "**PARTNER Activities**" shall mean all of the services set forth on **Exhibit A** attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, **CITY OF MONTCLAIR** agrees to provide staffing to adequately service program attendees.
- (c) It is understood that at a minimum the "**PARTNER**" Program will be operated on **Monday through Thursday from 3-6 p.m.** to facilitate on site

program support, enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.

- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

2. Term.

(a) The initial term of this Agreement (the "Initial Term") shall commence on the date hereof and shall continue until the **May 16, 2014**; however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER. **This agreement may be extended beyond the period by agreement of both parties.**

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

3. Cost.

(a) The initial cost of programming for the period of **August 26, 2013 to May 16, 2014** will be said amount of **\$34,670.49**. This cost covers staffing and operating costs as set forth on **Exhibit B**, attached hereto. **Monthly payments are not to exceed \$4,500.00 per month.**

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(d) **Monthly Actual costs** will be invoiced to HOPE thereafter for programming provided **and are not to exceed \$4,500 per month**. Provider is responsible for programming costs **not to exceed** total cost of contract amount of **\$34,670.49 for the period of 8/26/13 to 5/16/14**. Any unused portion of contract will be subject to forfeiture by **CITY OF MONTCLAIR** Payment will be due within **30** days of receipt of invoice.

4. Reporting.

(a) The Provider staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The Provider will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. Permitted Use. The PROVIDER shall use only those portions of the Property designated by HOPE for the "**CITY OF MONTCLAIR Program**" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Project, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Project, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Project.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Project. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Project that will in any manner injure, vibrate or shake the Project.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. Alterations. The PROVIDER shall not make any alterations to the Project and/or the Property without Hope's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

7. Exculpation and Indemnity.

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Project and their respective invitees). Except as specified in the preceding sentence, the Provider waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Project, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the Provider to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the Provider harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

8. Insurance.

- a) The Provider, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation, abuse and molestation, and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the Provider shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The Provider shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage and an endorsement acceptable to HOPE before commencing services under this Agreement. The Provider shall name all additional insured as required by HOPE in a separate communication.

- b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California.
- c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The Provider shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the Provider, which amount shall be payable by the Provider upon written demand.
- d) Provider shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.
- e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and Southern California Housing Development Corporation are not deemed Family YMCA of the Deserts or joint ventures with provider in the operation.
- f) In accordance with the State of California compensation laws, the Provider shall maintain workers' compensation and employers' liability insurance for all persons employed by the FAMILY YMCA OF THE DESERT in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the Provider on the Property. The Provider shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. Assignment. The Provider shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The Provider recognizes and acknowledges that its obligation to provide CITY OF MONTCLAIR Services under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the Provider's expertise and reputation, HOPE's knowledge of the Provider, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the Provider's expertise and prior experience to develop the CITY OF MONTCLAIR Services at the Project in accordance with the terms of this Agreement.

10. Subordination. This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The Provider shall execute, acknowledge, if appropriate, and deliver to HOPE

or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. Notices. Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE: Hope Through Housing Foundation
 C/o Melissa Thompson-Walker
 9421 Haven Avenue
 Rancho Cucamonga, CA. 91730
 909/204-3413

If to the Provider: CITY OF MONTCLAIR
 C/o Laura Floyd-Cole
 5111 Benito Street
 Montclair, CA 91763
 909/625-9458

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

12. Delay and Waiver.

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the Provider shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the Provider requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the Provider.

13. Sale or Transfer. If the legal owner of the Project sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

14. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the Provider or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

15. Hazardous Materials.

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The Provider shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Project in connection with any of its activities on the Property and/or the Project. The Provider shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Project by, through or under the Provider, its agents or employees. The Provider's obligations hereunder shall survive the termination of this Agreement.

16. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality or any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

B. Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

C. Permits, Licenses and Approvals. Provider is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. Provider is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

D. Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

HOPE THROUGH HOUSING FOUNDATION,
a California nonprofit corporation

Ron Griffin, Assistant Executive Director

Date

CITY OF MONTCLAIR

Paul M. Eaton, Mayor

Date

ATTEST:

Yvonne L. Smith

Date

EXHIBIT A

LIST of SERVICES

The CITY OF MONTCLAIR will:

Programming

- Follow Hope's curricular guidelines and include the following program components:
 - A healthy snack according to CACFP guidelines
 - Physical recreation or movement
 - Homework assistance
 - Kidzlit, Peacebuilders, and Virtual Vacations curricula
 - Activities that promote family and child together time

Recruitment/Retention

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 40.
- Support marketing and recruitment for additional Hope services (e.g., Supplemental Education Services).
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

Communication

- Establish a 10-15 minute weekly meeting with SAN ANTONIO VISTA staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately notify HOPE of any injuries or incidents.
- Include HOPE in CITY OF MONTCLAIR's planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

Program Development and Sustainability

- Support HOPE's fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA Apartments.
- Submit the previous month's activities, classes, and special events.
- Ensure that all program staff have been TB skin-tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE's program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA "first priority" in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

HOPE will:

Recruitment/Retention

- Coordinate with Property Management to recruit participants.
- Assist in developing community engagement strategies to increase attendance and participation.

Communication

- Coordinate of a launch meeting with Property Management, CITY OF MONTCLAIR and HOPE staff.
- Support CITY OF MONTCLAIR's communication with Property Management.
- Participate in CITY OF MONTCLAIR's planning, educational and community events as appropriate.

Program Development and Sustainability

- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by CITY OF MONTCLAIR staff.
- Commit to CITY OF MONTCLAIR's vision and mission.
- Provide access by CITY OF MONTCLAIR to the Center, including priority for programming, CITY OF MONTCLAIR meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

Exhibit B
CITY OF MONTCLAIR
SAN ANTONIO VISTA
Budget for September 3, 2013 – May 23, 2014

PAYMENT SCHEDULE

- Monthly invoices are due within **30 days** of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the Cityspan database.
- Monthly invoices are not to exceed: **\$4,500.**

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 13-66 WITH ONTARIO-MONTCLAIR
SCHOOL DISTRICT TO PROVIDE A
LICENSED CLINICAL SOCIAL WORKER FOR
THE CASE MANAGEMENT PROGRAM

DATE: August 19, 2013

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: HSV044/SCH500

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-66 with the Ontario-Montclair School District (OMSD) to continue the services of a Licensed Clinical Social Worker (LCSW) for the Montclair Community Collaborative's case management program.

A copy of proposed Agreement No. 13-66 is attached for the City Council's review and consideration.

BACKGROUND: The City Council approved Agreement No. 99-108 with OMSD in December 1999 to provide LCSW services for the Montclair Community Collaborative's case management program. This original contract was designed as a partnership between the City of Montclair and OMSD whereby each agency contributes 50 percent of the salary and benefits for the LCSW position.

The LCSW works with other service delivery providers to intervene and assist at-risk children and adults in the Montclair community. Through the case management system and coordination of services with other professionals, including Police and Code Enforcement Officers, child or adult protective services, community-based organizations, and mental health professionals, there is a higher level of effectiveness and less duplication of services.

The term of proposed Agreement No. 13-66 is July 1, 2013, through June 30, 2014.

FISCAL IMPACT: The City's contractual obligation for the LCSW position would be \$4,178 per month. Funding in this amount has already been allocated in the Human Services Division Fiscal Year 2013-14 Budget.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-66 with OMSD to provide a Licensed Clinical Social Worker for the case management program.

Prepared by:

W. Richter
Christine Smedley

Reviewed and
Approved by:

Presented by:

D. Shaw
D. Shaw

**CITY OF MONTCLAIR
5111 BENITO STREET
MONTCLAIR, CALIFORNIA 91763
(909) 626-8571**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 19th day of August 2013 by and between the City of Montclair, hereinafter referred to as the "**CITY**," and the Ontario-Montclair School District, hereinafter referred to as the "**CONSULTANT**."

1. Services To Be Performed by Consultant.

(a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated by the **CITY**.

(b) **CONSULTANT** may, at **CONSULTANT's** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **CITY** and **CONSULTANT's** agent or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment, **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **CITY's** employees and shall not be considered in any manner to be **CITY's** employees.

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT's** regular assigned work day for said entity, or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in the Agreement, **CITY** agrees to compensate **CONSULTANT** for services rendered under the Agreement in the total amount of \$4,178 per month.

(b) **CITY** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement.

(c) **CONSULTANT** will invoice **CITY** for each month of service through the contract term.

(d) **CITY** will not withhold any federal or state income tax for payment made pursuant to this Agreement, but will provide **CONSULTANT** with a statement of earnings at the end of each calendar year. **CONSULTANT** is hereby advised that such statement of earnings shall, if required, be provided to the Internal Revenue Service and the State Franchise Tax Board.

3. Term of Agreement

The term of this Agreement is from July 1, 2013 through June 30, 2014, unless sooner terminated, pursuant to the provisions of Section 6 of this Agreement. **CITY** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **CITY** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **CITY** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the attached "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT's** sole discretion, sees fit.

(b) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT's** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(c) **CONSULTANT** shall defend, indemnify and hold **CITY** and its Council Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CONSULTANT**, its officers, employees, agents or staff.

(d) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **CITY**.

5. Obligations of City.

(a) **CITY** agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT's** duties under this Agreement.

(b) **CITY** shall defend, indemnify and hold **CONSULTANT** and its Board Members, officers, employees, agents and staff harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), claims for injury or damages arising out of the performance of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the improper conduct and/or negligence or intentional acts or omissions of **CITY**, its officers, employees, agents or staff.

6. Termination of Agreement.

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **CITY** may terminate this Agreement by giving written 30-day notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **CITY** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **CITY** shall have the right to terminate the performance of **CONSULTANT's** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **CITY** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **CITY** to **CONSULTANT**, if any, shall be refundable to **CITY** in full termination of this Agreement unless specified to the contrary below.

7. General Provisions.

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for **CITY** and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) **CITY** and **CONSULTANT** mutually agree that for copyright purposes, any written material or any copyrightable work of any nature created by **CONSULTANT** pursuant to this Agreement shall be owned by **CONSULTANT** and shall not be considered a "work made for hire" as such term is defined in Title 17 of the United States Code, Section 101, and that **CITY** shall own all of the rights comprised in the copyright of said written material or copyrightable work.

(c) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any matter whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party that are not embodied herein and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **CITY** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Increase dollar amount;
2. Administrative changes; and
3. Changes as required by law.

(d) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendment thereto, all books, records and files of **CITY**, **CONSULTANT**, or any subcontractor connected with the performance of this Agreement involving the expenditure

of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor or the State of California, at the request of CITY or as part of any audit of CITY, for a period of three (3) years after final payment is made under this Agreement. CONSULTANT shall preserve and cause to be preserved such books, records and files for the audit period.

(g) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

CITY
CITY OF MONTCLAIR
5111 Benito Street
Montclair, CA 91763
(909) 626-8571

CONSULTANT
ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 West D Street
Ontario, CA 91762
(909) 445-2500

Paul M. Eaton
Mayor

Kim Stallings
Deputy Superintendent

Date _____

Date _____

ATTEST:

Yvonne L. Smith
Deputy City Clerk

Date of City Council's Approval: _____

END OF AGREEMENT FOR CONSULTANT SERVICES

Description of Services

Services to be initiated through the attached agreement will be performed through the case management portion of the Montclair Community Collaborative, a partnership between the City of Montclair, Ontario-Montclair School District, and other community partners. The following description of services specify the scope of work for a contracted "Case Manager" which include:

- 1) Serve as coordinator of the case management system by working with City staff from all departments. Primary City interactions will occur through the Human Services Division.
- 2) Follow all protocol, mandates, and confidentiality laws while providing case management services and receiving referrals through designated City of Montclair staff.
- 3) Work with school district, County, and other service providers to implement case management services.
- 4) Process assessment and intakes for referred individuals and gather necessary information from referring City staff, school, family members, and other service providers as needed. Maintain appropriate records.
- 5) Provide triage for counseling services as needed.
- 6) Oversee the extension of services through the supervision of LCSW, MFCC, and/or MSW interns. Interns will provide allied case management services.
- 7) Provision of services will occur through the City of Montclair Human Services division office as needed.
- 8) Monthly service delivery meetings will occur between the Case Manager and the City's Human Services Director.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-68 WITH THE GEORGE C. AND HAZEL H. REEDER HERITAGE FOUNDATION FOR PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE RESTORATION OF THE REEDER RANCH, SUBJECT TO FINAL APPROVAL OF CONTRACT TERMS BY THE CITY ATTORNEY

DATE: August 19, 2013

SECTION: AGREEMENTS

ITEM NO.: 6

FILE I.D.: PUB400

DEPT.: PUBLIC WORKS

CONSIDER APPROVAL OF AGREEMENT NO. 13-69 WITH BRIAN R. BLOOM, ARCHITECT, FOR ARCHITECTURAL SERVICES RELATED TO FOUNDATION STABILIZATION AND MASTER PLANNING FOR THE REEDER RANCH, SUBJECT TO FINAL APPROVAL OF CONTRACT TERMS BY THE CITY ATTORNEY

REASON FOR CONSIDERATION: The City has applied for Community Development Block Grant (CDBG) funding on behalf of the George C. and Hazel H. Reeder Heritage Foundation (Foundation) for work associated with rehabilitation and restoration of the Reeder Ranch. A cooperative agreement between the City and the Foundation has been prepared authorizing the City to act as the project manager for the work and funding. A second agreement between the City and Brian R. Bloom, Architect, has been prepared for some of the architectural services required. Agreements with the City require City Council approval.

BACKGROUND: In November 2010, a Historic Structures report was prepared by ARG, Inc., of Pasadena identifying all the work required at the historic Reeder Ranch in order to rehabilitate the structure and use it in the future as an education tool to remember our heritage. The first priority work included stabilizing the structure.

CDBG funding has been secured for the first phase of work associated with the rehabilitation of the Reeder Ranch. CDBG funds are federal funds that are allocated at the local level by San Bernardino County. The County requires the City to manage any design and/or construction projects using these funds. In order to provide these services, a cooperative agreement has been developed identifying responsibilities for both the City and the Foundation.

In conjunction with the George C. and Hazel H. Reeder Heritage Foundation (Foundation), the City has requested and received proposals for the design of structural stabilization and master planning of rehabilitation work necessary for the Reeder Ranch. After evaluating the proposals, City staff and the Foundation have determined Brian R. Bloom, Architect, to be the best-qualified architect for the work.

Prepared by:

mxade

Reviewed and
Approved by:

mxade

Proofed by:

Allemy

Presented by:

Allemy

FISCAL IMPACT: There would be an unknown fiscal impact to the City's General Fund for staff time associated with managing the CDBG-funded project. Such impacts would include some Public Works Department/Engineering Division time for meetings with the architect and contractors. There would also be some time required on the part of the Building Division, Community Development Department, for plan checking. Costs for Public Works Department/Engineering Division staff time would not be recoverable; but to the extent that CDBG funds could pay for plan checking and building permits, there could be some reimbursement. If these costs are not reimbursable, then the fees for plan checking and building permits would need to be waived.

The architectural services provided under proposed Agreement No. 13-69 with Brian R. Bloom, Architect, would be reimbursed by the County under the CDBG funding.

RECOMMENDATION: Staff recommends the City Council take the following actions:

1. Approve Agreement No. 13-68 with the George C. and Hazel H. Reeder Heritage Foundation for project management services associated with the restoration of the Reeder Ranch, subject to final approval of contract terms by the City Attorney.
2. Approve Agreement No. 13-69 with Brian R. Bloom, Architect, for architectural services related to foundation stabilization and master planning for the Reeder Ranch, subject to final approval of contract terms by the City Attorney.

CITY OF MONTCLAIR
COOPERATIVE AGREEMENT WITH GEORGE C. AND HAZEL H. REEDER
HERITAGE FOUNDATION
FOR PROJECT MANAGEMENT SERVICES
ASSOCIATED WITH
RESTORATION OF THE REEDER RANCH

THIS AGREEMENT is made and effective this _____ day of _____ 2013, by and between the City of Montclair, a municipal corporation ("City") and the George C. and Hazel H. Reeder Heritage Foundation, a private, no-profit corporation ("Foundation").

RECITALS

WHEREAS, the George C. and Hazel H. Reeder Heritage Foundation was incorporated as a 501(c)3 nonprofit corporation on July 28, 2003; and

WHEREAS, the purpose of the Foundation is to preserve, rehabilitate, restore, and/or reconstruct as necessary the Reeder Ranch located at 4405 Holt Boulevard; and

WHEREAS, City previously adopted Resolution No. 03-2460 declaring the Reeder Ranch an Historical Landmark; and

WHEREAS, City has applied for, on behalf of Foundation, grant funding through the federal Community Development Grant Fund (CDBG) program to further the goals of Foundation; and

WHEREAS, the CDBG program is administered by San Bernardino County Economic Development Agency-Community Development Division ("County"); and

WHEREAS, City has received \$142,200 through the CDBG Program; and

WHEREAS, City proposes to enter into an agreement with Brian R. Bloom-Architect ("Architect") for Master Planning and development of construction drawings for the structural stabilization of the Reeder Ranch; and

WHEREAS, Foundation desires to enter into an agreement with City to manage the Community Development Block Grant Funds and for project management of the Master Planning effort, development of construction drawings, and construction management; and

NOW, THEREFORE, IT IS AGREED by and between City and Foundation as follows:

1. City shall furnish City staff as necessary to manage, coordinate, and otherwise assist Foundation with project management and contract administration associated with contract with Architect for the development of a Master Plan for work at the Reeder Ranch and development of structural stabilization construction drawings, and all other work as identified in the agreement between Architect and City, attached hereto as Exhibit A, hereinafter called "Project."
2. City shall be responsible for payments of invoice submitted by Architect and processing reimbursement requests through County.
3. Upon completion of work described in Exhibit A attached hereto and approval of plans by Foundation, and assuming adequate CDBG funds are anticipated to be available for Project construction purposes, City shall advertise construction drawings for bids.
4. After construction bids have been opened, Foundation and City shall jointly review bids to determine the lowest, responsible, responsive bid, and assuming adequate CDBG funds are still available, City shall award construction contract for Project to the lowest, responsible, responsive bidder.
5. After award of construction contract, City shall provide adequate staff to provide construction management for the Project.
6. City shall not charge Foundation for City's personnel costs associated with managing project. Prior to entering into contracts with sub consultants for other

work related to design or construction services, City shall determine whether costs for such services are eligible for CDBG reimbursement and whether adequate CDBG funds are available to pay for such services. Should costs for such services not be covered by CDBG funds or should funds not be sufficient to cover such services, work shall not proceed without mutual agreement between Foundation and City as to party responsible for payment.

7. This agreement shall terminate with the completion of Project and recording of Notice of Completion by City with the County Recorder. By mutual consent of both parties, contract may be amended to include additional services as may be necessary to implement Master Planning recommendations.
8. City shall indemnify, defend, and hold harmless Foundation and any and all of its employees, officials, and agents from and against any liability arising from, or as a consequence of, the performance of this agreement by City.
9. Foundation shall indemnify, defend, and hold harmless City and any and all of its employees, officials, and agents from and against any liability arising from, or as a consequence of, the performance of this agreement by Foundation.
10. This agreement shall be governed by the laws of the state of California.
11. If any term, covenant, condition, or provision of this agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions, or provisions of this agreement, or the application thereof to any other person or circumstance shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
12. This agreement is intended to benefit only the parties hereto and no other person or entity shall acquire rights hereunder.
13. Each party hereby agrees that it shall, upon request of the other, execute and deliver such further documents and do such other acts and things as are reasonably necessary and appropriate to effectuate the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first set forth above.

**FOUNDATION:
GEORGE C. AND HAZEL H. REEDER
HERITAGE FOUNDATION**

**CITY:
CITY OF MONTCLAIR**

Edward C. Starr
Chairperson

Paul M. Eaton
Mayor

ATTEST:

Virginia Eaton
Vice Chairperson

Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
Foundation Attorney

CITY OF MONTCLAIR

AGREEMENT FOR CONSULTANT SERVICES

ARCHITECTURE SERVICES FOR REEDER RANCH

THIS AGREEMENT is made and effective as of _____, 2013, between the City of Montclair, a municipal corporation ("City") and Brian R. Bloom, a sole proprietor ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on _____, 2013 and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

Consultant shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. The services provided herein are to be performed in connection with the Reeder Historic Citrus Ranch property ("the Project").

3. **PERFORMANCE**

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. **CITY MANAGEMENT**

City's City Manager shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but not including the authority to enlarge the Tasks to be Performed or change the compensation due to Consultant. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to be Performed or change Consultant's compensation, subject to Section 5 hereof.

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as approved by both parties and as set forth in Exhibit A, attached hereto and incorporated herein by this reference as

though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed \$96,540 for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement. Any additional work in excess of this amount shall be approved by the City Council.

(c) Consultant will submit invoices monthly for actual services performed. Said invoices shall detail all costs, rates and hours for individual tasks. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of the Consultant's fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

(d) Consultant agrees that, in no event shall City be required to pay to Consultant any sum in excess of ninety-five percent (95%) of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to City. Final payments shall be made no later than sixty (60) days after presentation of final documents and acceptance thereof by City.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant on a pro-rata basis for the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 5(c).

(c) Consultant may terminate this Agreement upon giving City ten (10) calendar days prior written notice for any of the following: (1) breach by City of any material term of this Agreement, including but not limited to Payment Terms (2) transfer

of ownership of the project by City to any other persons or entities not a party to this Agreement without the prior written agreement of the Consultant (3) material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties here to reach accord on the fees and charges for any Additional Services required because of such changes.

7. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the City Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

(a) Consultant shall maintain complete and accurate records with respect to billed time, sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement and contingent upon Consultant's receipt of payment in full for services rendered up to the date completion or termination, all original documents, claims,

applications, computer files, notes, and other documents ("construction documents") prepared in the course of providing the services to be performed pursuant to this Agreement shall become the mutual property of the City and the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

(c) The City shall not reuse or make any modification to the construction documents without prior written authorization of the Consultant. The City agrees to defend, indemnify, and hold harmless the Consultant and his agents and employees from any losses or damages arising from any such re-use or modification of the Construction documents by City or any third party that acquires the construction documents from or through the City.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any entity or individual that consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials, and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including reasonable attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant. Said indemnification shall include any claim that Consultant, or Consultant's employees or agents, are considered to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or other person or entity involved by, for, with, or on

behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.

10. INSURANCE

(a) Consultant shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to City nor shall Consultant allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. Consultant shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A- VI:

Commercial general liability at least as broad as ISO CG 0001 (per occurrence)	1,000,000
Commercial general liability at least as broad as ISO CG 0001 (general aggregate)	2,000,000
Commercial auto liability at least as broad as ISO CA 0001 (per accident)	1,000,000
Professional Liability (per claim and aggregate)	1,000,000
Worker's compensation	Statutory

(b) All insurance (except Professional Liability and Workers' Compensation) required by this section shall apply on a primary basis. Consultant agrees that it will not cancel or reduce said insurance coverage. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may take out the necessary insurance and pay, at Consultant's expense, the premium thereon.

(c) Auto liability insurance shall cover owned, nonowned and hired autos. If Consultant owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy.

(d) At all times during the term of this Agreement, Consultant shall maintain on file with City a certificate of insurance, in a form acceptable to City showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnitees as additional insureds. Consultant shall promptly file with City such certificate or certificates and endorsements if applicable. Coverage for the additional insureds shall apply to the fullest extent permitted by law.

(e) No policy required by this section shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the Indemnitees.

(f) All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(g) In accordance with the provisions of California Labor Code, Section 3700, every employer shall secure the payment of compensation to his employees. Consultant shall, prior to commencing work, sign and file with City a certification as follows:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

(h) General Insurance Requirements: All insurance required by express provision of this Agreement shall be carried only in responsible insurance companies licensed to do business in the State of California. All policies shall contain language, to the extent obtainable, to the effect that (1) the insurer, insured and all subcontractors waive the right of subrogation against City and City's elected officials, officers, employees, and agents; (2) the general and auto liability policies are primary and noncontributing with any insurance that may be carried by City; and (3) they cannot be canceled except after thirty (30) days' written notice by the insurer to City by U.S. First-Class mail. A ten (10) day written notice to City shall apply to non-payment of premium. Consultant shall provide thirty (30) days written notice to City prior to implementation of a reduction of limits or material change of insurance coverage as specified herein. Consultant shall furnish City with copies of all such policies. Consultant may effect for its own account insurance not required under this Agreement.

11. INDEPENDENT CONTRACTOR

(a) Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control and shall not be construed to be employees of City for any purpose, including eligibility under Public Employees Retirement Law. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

(b) No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for

compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its services pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City of Montclair in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City of Montclair will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena. These provisions shall not apply to information in whatever form that is in the public domain, nor shall they restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such an order is issued by

a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Consultant to defend itself from any legal action or claim.

(b) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

(c) Consultant covenants that neither he/she nor any office or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by them as an officer, employee, agent or subconsultant.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: Gary Charleston
Personnel Officer
City of Montclair
5111 Benito
Montclair, CA 91763

To Consultant: Brian R. Bloom – Architect
350 S. Milliken Avenue, Suite G
Ontario, CA 91761

17. ASSIGNMENT

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City of Montclair.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. SPECIAL PROVISIONS

The provisions set forth in Exhibit B attached hereto are incorporated herein and made a part of this Agreement.

22. CONFIDENTIALITY

Information and materials obtained by the Consultant from City during the performance of this Agreement shall be treated as strictly confidential and shall not be used by the Consultant for any purpose other than the performance of this Agreement, except as provided in Paragraph 15 above.

23. DISCRIMINATION

The Consultant agrees that no person shall be excluded from employment in the performance of this Agreement on grounds of race, creed, color, sex, age, marital status, or place of national origin. In this connection, the Consultant agrees to comply with all County, State and Federal laws relating to equal employment opportunity rights.

24. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on

behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MONTCLAIR

CONSULTANT

Paul M. Eaton
Mayor

Brian R. Bloom

ATTEST:

Yvonne L. Smith
Deputy City Clerk

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

EXHIBIT A

Brian R. Bloom - Architect

A R C H I T E C T U R E A N D P L A N N I N G

April 22, 2013

The George C. and Hazel H. Reeder Heritage Foundation
ATTN: Gary E. Charleston
5111 Benito Street
Montclair, CA 91763

RE: Reeder Citrus Ranch, Montclair, CA
Phase 1 - Structural Stabilization
Phase 2 - Master Plan
Proposals for Architectural/Engineering Services

Dear Gary,

Thank you for the opportunity to submit the following fees for your consideration to provide Architectural/Engineering Services to complete Phase 1 and Phase 2 of the restoration work for the Reeder Citrus Ranch. We are very excited to have been selected to work on this project and to be a part of the preservation of an important part of Montclair and the region's history. While the main effort of this Phase of the project is the stabilization of the main structure (house), we are recommending that we complete the Master Planning of the Ranch at the same time, as many important decisions regarding restoration processes is dependent on Master Planning and establishing a time frame or period in time to which the restoration work will reflect. For example, early 1900's which would require unwinding of time or the 1940's which is more reflective of the current layouts and uses as well as the memories of the current family members.

We have assembled an excellent team of professionals to work on this project. For your reference we have listed them below. All of the consultants below have worked on previous projects with our firm and form an important element of a successful project. Their fees are included in the fee below.

Architecture/Design	Brian R. Bloom – Architect
Structural Engineer	Knapp and Associates
Mechanical/Electrical Engineer	Design West Engineering
Historical Preservation	GPA Consulting

Scope: The scope of work for the first two Phases of this project are outlined below:

Phase 1 - Structural Stabilization - involves the structural stabilization of the foundation system and addition of a new roof to help prevent further damage from weather and the elements. Foundation repairs will include a new shot-crete foundation system within the existing crawl space to stabilize the rock foundations and minor improvements to the piers at the kitchen/bath addition to stabilize this portion of the structure. Improvements to the roof include removal of the existing roofing materials, addition of plywood diaphragm and new replacement roofing materials. The product of this Phase will be plans and specifications for the bidding and construction of the proposed scope. All plans

350 S. Milliken Ave., Suite G, Ontario, CA 91761-7850
(909) 390-7209 Fax (909) 390-7509

will be submitted to the City of Montclair for plan check and permitting. No ADA access component is included in the scope of work. If the City should require ADA access then there will be additional charges and FEEs.

Phase 2 - Master Planning - in addition to the structural stabilization to be performed in Phase 1, there is much more work that needs to be completed to prevent further decay of the structure and components, including painting and weather proofing. Without the Master Plan process, it will be very difficult to make good decisions in these other areas. Therefore, we are presenting this option as a part of the scope of this proposal. The work of the master plan would help to establish overall concepts for the Ranch and assist with future preservation efforts. The product of this Phase would be a Master Plan Site plan (graphic), narrative of approach and solutions, and three dimensional overall site diagram to help describe and explain future development of the Reeder Citrus Ranch. As a part of this Phase, we recommend that we have a survey of the site and adjacent property to the west be included so that the Master Plan will be based on accurate base topography information. Within the master plan will be an ADA accessibility study to bring the Ranch into compliance where possible with these standards. As a part of the Master Plan process, we will do conceptual designs for the interpretive/visitor center and related parking.

All physical construction work of this project will require prevailing wage and complete bid process that require additional services and responsibilities for the A/E team. It is understood that the City of Montclair will act as Project Manager for the project as well as administer the contract and bids. Therefore we will be relying on bid document criteria, terms of contract and instructions to the bidders provided by the City to be incorporated into the final bid package.

Fee: The following price is based on our understanding of the scope of work for this portion of the project at this time

Phase 1 - Structural Stabilization

Architectural	
Construction Documents	18,000.00
Assistance with Bidding	2,200.00
<u>Services during Construction</u>	<u>8,360.00</u>
Sub-total Architectural	\$ 28,560.00
Structural Engineer	8,700.00
Mechanical Engineer (HVAC/Plumbing)	0
Electrical Engineer	6,500.00
Preservation Consultant	7,500.00
Art work	0
Plan processing	2,500.00
<u>Reimbursables</u>	<u>3,000.00</u>
Proposed FEE for A/E	\$ 56,760.00

No FEES for Mechanical Engineering are included in this Phase. Items such as gas lines and piping for sewer that prevent the stabilization of the foundation system will simply be capped. We will give consideration for future pipes but without any input from Mechanical engineer.

Phase 2 - Master Planning

Architectural	
Meetings and research	3,800.00
Design, plans and diagrams	14,500.00
Reports/budgets	2,640.00
<hr/>	
Sub-total Architectural	\$ 20,940.00
Civil Engineer (survey)	6,620.00
Landscape Architect	0
Structural Engineer	0
Mechanical Engineer (HVAC/Plumbing)	1,200.00
Electrical Engineer	1,200.00
Preservation Consultant	4,320.00
Art work	3,500.00
Plan processing	0
Reimbursables	2,000.00
<hr/>	
Proposed FEE for A/E for Master Planning	\$ 39,780.00

FEEs for the Master Planning portion are estimated and could grow in magnitude depending on the results of the programming Phase. Prior to the start of any work outside of this contract we will notify you of the possible expenses and obtain written authorization to proceed.

Schedule/Phasing: We are prepared to begin work immediately on both Phases. It has been explained that the Ranch needs to proceed with work in order to avoid losing current funding. We would estimate approximately 60 days to complete the Structural Stabilization and be ready for bidding. The Master Planning would occur concurrently, but may run a little longer depending on input from the Board and the City of Montclair as well as the time to create the final documents.

Budget: At this time, there is not a fixed budget for the project. As a part of each Phase of the project, we will assist in preparation of a Total Project Budget that would include direct and in-direct expenses.

The following design/build services shall be contracted and furnished by others, and are not included in the A/E Fee Proposal: Fire sprinkler, Fire suppression, data cabling, computer/server room equipment, security systems & Fire Alarm Engineering.

Reeder Citrus Ranch, Montclair, CA
A/E Proposal for Structural Stabilization/Master Planning
Brian R. Bloom - Architect
Page 4 of 4

The following professional services are specifically excluded from this proposal shall be furnished by the owner: *Geotechnical studies, reports and testing, material testing, deputy inspections, sampling and testing of materials during construction.*

The owner will responsible for Hazardous materials survey, abatement procedures and monitoring. We have not included any testing or inspection services that may be required.

The above FEE is based on our understanding of the scope of work. The above FEE breakdown is for reference only, all contracts/purchase orders should be written as a lump sum total.

Additional work will be billed on an hourly basis agreed to prior to start of additional work. Reimbursable expenses including reproductions, blueprinting, artwork, and travel outside Southern California will be billed at direct cost plus 15 percent. Work of this contract will be billed monthly based on progress billings. Services of the architect will be completed on a time and material basis not to exceed the amounts above billed at an hourly rate of \$ 110.00 per hour. Engineers and consultants will be billed based on invoiced amounts. Changes by the owner and/or authorities having jurisdiction may result in requests for additional funding. Neither our proposal nor the recommended amount above covers the costs for permits or fees of any kind including but not limited to authorities having jurisdiction or other direct or indirect construction costs not specifically included within our proposal.

Work of this contract will be billed monthly based on progress billings.

Per our conversations prior to submittal of the qualification package and subsequent conversations regarding contract method, we are prepared to present an AIA contract to the Reeder Citrus Ranch Foundation or contract through the City of Montclair. However, any contract through the City may require some modifications especially in the areas of indemnity clauses and requirements regarding legal defense. The above FEEs are offered subject to the negotiation of a mutually beneficial contract. Please let me know which contract method you would prefer.

Thank you again for the opportunity to participate in this project.

Respectfully,

Brian R. Bloom, AIA, LEED AP

EXHIBIT B

Brian R. Bloom - Architect ARCHITECTURE AND PLANNING

Special Provisions

A.1 Conditions for the Release of Machine Readable Form Data

It is understood and agreed that the calculations, drawings, and other documents prepared pursuant to this agreement, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this project. They are and shall remain the property of Brian R. Bloom - Architect ("Architect"). The Client may retain copies, including copies stored on magnetic media, for information and reference in connection with the occupancy and use of the project.

Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the "Architect" reserves the right to retain the original disk(s) and to remove from copies provided to the Client all identification reflecting the involvement of the "Architect" in their preparation. The "Architect" also reserves the right to retain hardcopy originals of all projection documentation delivered to Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client recognizes that changes or modifications to the "Architect's" instruments of professional service introduced by anyone other than the "Architect" may result in adverse consequences which the "Architect" can neither predict nor control. Therefore, and in consideration the "Architect's" agreement to deliver its instruments of professional service in machine readable, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the "Architect" from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the "Architect" under this agreement. The foregoing indemnification applies, without limitation, to any use of the project documentation on other projects, or for completion of this project by others, excepting only such use as may be authorized, in writing, by the "Architect".

A.2 Verification of Existing Conditions

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Design Professional harmless from any claim, liability or cost (including reasonable attorneys fees and costs of defense) for injury or economic loss arising or allegedly arising out of the professional

services provided under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligence or willful misconduct of the Design Professional.

A.3 Opinions of Probable Construction Cost

In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

A.4 ADA Compliance

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the Project.

A.5 Hazardous Materials Indemnity

The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees, and consultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages, or costs, including reasonable attorneys fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or materials that exist on, about, or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, or any other cause of action, except for the negligence or willful misconduct of the Consultant.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-70, A MEMORANDUM OF UNDER- STANDING BETWEEN THE CITY OF MONTCLAIR AND THE MONTCLAIR POLICE OFFICERS ASSOCIATION	DATE: August 19, 2013 SECTION: ADMIN. REPORTS ITEM NO.: 7 FILE I.D.: MPO500 DEPT.: ADMIN. SVCS.
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REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Memorandum of Understand (MOU) between the City of Montclair and Montclair Police Officers Association (MPOA). A copy of the proposed MOU is included in the agenda packets for the City Council's review and consideration.

BACKGROUND: The City of Montclair and MPOA have reached agreement on the provisions related to the terms and conditions of employment. The proposed MOU shall be effective upon date of ratification by the City Council for the period January 5, 2009, through June 30, 2011. After June 30, 2011, the existing terms, conditions, and provisions of the proposed MOU shall remain in effect; and the City and employees agree to abide by those terms, conditions, and provisions unless otherwise altered by the meet-and-confer process or unless otherwise indicated in the proposed MOU.

Following is a summary of the changes in proposed MOU related to the terms and conditions of employment:

- Article 14 (Section 14.01): The change in this section includes the use of "administrative leave" as cause for ineligibility in the sick leave redemption program.
- Article 15: The change in this section relates to the trial period and implementation of the optional 3-day/12.5 hour work schedule.
- Article 16: This section incorporates the change of paying regular overtime from hours worked in excess of 40 hours in a 7 day work period, to hours worked in excess of 80 hours in a biweekly pay period or 160 hours in a 28-day work period.
- Article 16(F): The change in this section increases the maximum cap of compensatory time from 80 hours to 120 hours that may be carried over into each successive fiscal year.
- Article 45: The change relates to the term of the Agreement.

FISCAL IMPACT: There is no fiscal impact associated with ratifying the proposed MOU between the City of Montclair and MPOA other than what has been included in the 2009-11 Fiscal Year budgets.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-70, a Memorandum of Understanding between the City of Montclair and the Montclair Police Officers Association.

Prepared by: <u>Gary E. Cleland</u>	Reviewed and Approved by: <u>[Signature]</u>
Proofed by: <u>[Signature]</u>	Presented by: <u>[Signature]</u>

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 13-71, THE FIRST AMENDMENT TO AGREEMENT NO. 11-57, A SOLID WASTE MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MONTCLAIR AND BURRTEC WASTE INDUSTRIES, INC.	DATE: August 19, 2013
	SECTION: AGREEMENTS
	ITEM NO.: 8
	FILE I.D.: REF100-50
	DEPT.: CITY MGR.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 13-71, the First Amendment to Agreement No. 11-57, a Solid Waste Management Services Agreement between the City of Montclair and Burrtec Waste Industries, Inc. Burrtec Waste Industries, Inc., has requested the amendment.

A copy of the proposed Agreement No. 13-71 is attached for the City Council's review and consideration.

BACKGROUND: In 1993, Burrtec Waste Industries, Inc. (Burrtec), was granted exclusive franchise for solid waste management pursuant to City Council adoption of Resolution No. 93-06. On July 18, 2011, the City Council approved Agreement No. 11-57, a Solid Waste Management Services Agreement with Burrtec Waste Industries, Inc., that succeeded Agreement No. 93-06.

In early 2013, the City Manager and Accountant met with Burrtec representatives to discuss various potential amendments to current Solid Waste Management Services Agreement No. 11-57. Burrtec initially contacted staff regarding several agreement modifications it was seeking to provide more predictable and reliable long-term disposal services. As proposed, Agreement No. 13-71 seeks several modifications including modification of certain definitions, introduction of environmental standards, the City's relinquishment of certain oversight authority, and creation of a new rate formula.

Definition Modifications

Proposed Agreement No. 13-71 seeks to modify the definition of two terms in Agreement No. 11-57. The first definition change would modify the definition of disposal facility from "facility or facilities for disposing of refuse and/or residue from a processing facility, as designated by contractor and approved by the City, or as designated by the City," to "facility or facilities for disposing of refuse and/or residue from a processing facility, as designated by contractor."

The second definition change would modify the definition of processing facility from "facility or facilities for sorting and/or processing commingled or source-separated

Prepared by:	Reviewed and Approved by:
Proofed by:	Presented by:

recyclables, construction and demolition waste, mixed refuse, or the processing or composting of greenwaste and/or food waste, selected by contractor and approved by the City," to "facility or facilities for the sorting and/or processing comingled or source separated recyclables, construction and demolition waste, mixed refuse, or the processing or composting of greenwaste and/or food waste selected by Contractor."

The modifications of the above-mentioned definitions would relinquish the need for City approval prior to any changes in the processing and disposal of refuse and recyclable material, the facilities used for the disposal and processing of refuse and recyclable material, and contract agreements between Burrtec and providers of waste disposal and processing. Currently, under Agreement No. 11-57, Burrtec must receive City approval prior to any changes in the processing and disposal of refuse and recyclable material, the facilities used for the disposal and processing of refuse and recyclable material, and contract agreements between Burrtec and providers of waste disposal and processing.

By relinquishing the need for City approval of changes to the disposal and processing of refuse and recyclable material, Burrtec would be given more control during the negotiating process with providers of waste disposal and processing. The relinquishing of approval would further allow Burrtec to enter freely into agreements with providers of waste disposal and processing that would better fit the needs of Burrtec and the City.

Environmental Standards

The proposed amendment seeks to continue Burrtec's commitment to environmental quality and friendliness by requiring all current and future processing and disposal facilities owned, leased, managed, operated by, or under contract to Burrtec to be operated in an environmentally friendly manner. Burrtec's commitment to environmental friendliness has been demonstrated by the creation of new programs and policy decisions aimed at providing reliable long-term disposal services while simultaneously making a commitment to environmental quality. Under Agreement No. 11-57, Burrtec implemented the use of automated greenwaste collection bins and converted all regular route vehicles to alternative fuel vehicles.

Disposal/Processing Facility Tip Fees

The proposed amendment would also seek to change the adjustment period for disposal/processing facility tip fees, the formula for calculating the disposal/processing facility tip fees, and the approval process for rate increases. The following changes would occur as follows:

- *Disposal/Processing Facility Tip Fees:* Currently all requests for disposal/processing facility tip fee adjustments must be submitted no later than the first day of April of each year if Burrtec wishes a rate adjustment. Under the proposed amendment, Burrtec would be allowed to submit requests for tip fee adjustments starting July 1 of each year. This would allow adjustments to be made coinciding with the beginning of the fiscal year.
- *Disposal/Processing Facility Tip Fee Rate Formula:* Currently disposal/processing facility tip fee rates are a pass-through expense and are to be adjusted annually to reflect any changes in fees charged by the disposal/processing facility that contracts with Burrtec. Burrtec must seek approval from the City before any rates can be changed. There is currently no rate formula for which disposal/processing facility tip fee rate adjustments

are based upon. Under the proposed amendment, Burrtec seeks to implement a rate formula that would allow for the annual adjustment of disposal/processing facility tip fees. The rates for disposal/processing facility tip fees would be subject to annual adjustments by the average annual percent change in the Consumer Price Index for All Urban Consumers (CPI), West Region every July 1, coinciding with the beginning of the fiscal year. Currently, any request for a rate increase for disposal/processing facility tip fee adjustments are reviewed and considered for approval by the City Council. Any rate changes are based upon verification of the increase in disposal/processing tip fee, verification of Burrtec's computation of rate increases, and the reasonableness of the proposed rates.

The proposed disposal/processing facility tip fee rate would not be subject to cumulative CPI adjustments and Burrtec would only be allowed to seek a rate adjustment for the prior year's CPI change.

Burrtec will continue to be required to submit any and all future disposal/processing facility rate increases to the City before any rate change can be approved and implemented. It should be reiterated that the disposal/processing facility tip fee is a pass-through expense and as such it cannot be tied to a CPI rate cap.

The proposed formula for the disposal/processing facility tip fee rates would be calculated as follows: The average annual percent change in the West Region CPI published for the contract year immediately preceding the adjustment date would be multiplied by the current rates in effect.

Example:

For example, the proposed formula to determine the new disposal/processing facility tip fee rate would follow as

The current disposal rate of \$41.80 would be multiplied by the average CPI of the previous year (January 2013*) of 2 percent, to equal \$42.63.

$$\$41.80 \times 2.0\% = \$42.63$$

*The CPI of January is used for the formula because it takes into account the CPI for December, thus giving a more accurate view of the yearly CPI change.

The proposed changes seek to allow Burrtec to continue to provide sound environmental management and reliable long-term disposal service without having to seek permission from the City Council for changes in the disposal and processing of refuse and recyclable material. Granting Burrtec the ability to select its disposal and processing facilities without the need for City Council action would allow Burrtec greater control over its day-to-day operations and would further allow Burrtec expanded power when negotiating with providers of waste disposal and processing.

FISCAL IMPACT: Under proposed Agreement No. 13-71, Burrtec seeks several modifications including modification of several definitions, introduction of environmental standards, the City's relinquishment of certain oversight authority, and creation of a new rate adjustment formula. These modifications may have some modest fiscal impacts on the rates that consumers pay for the disposal and processing of refuse and recyclable material in the future; however, the modifications would have no impact on the General Fund.

Relinquishing the need for City approval prior to any changes to the disposal and processing of refuse and recyclable material would allow Burrtec more control during the negotiating process with providers of waste disposal and processing. Burrtec's ability to change providers would, in effect, give Burrtec the ability to "shop around" for providers with rates that are more competitive, thus allowing for the potential for decreases in disposal and processing facility tip fees. If Burrtec were to secure disposal and processing facility tip fees rates at reduced prices, ratepayers would see a decrease in the amount charged for the disposal and processing of refuse and recyclable materials. The potential for decreased rates charged by waste disposal and processing providers is high given increased competition amongst providers of waste disposal and processing.

Creation of a disposal/processing facility tip fee rate adjustment formula would allow Burrtec to seek annual adjustments to the disposal/processing facility tip fee rates in accordance with the average annual percent change in the Consumer Price Index for All Urban Consumers (CPI), West Region every July 1. Under the proposed change, Burrtec would continue to be required to submit any and all future disposal/processing facility rate adjustments to the City before any rate change can be approved and implemented.

Implementation of a disposal/processing facility tip fee rate formula tied to changes in the annual CPI may lead to a yearly rate increase for ratepayers; however, any rate increase would be subject to City approval and subject to the proposed Agreement No. 13-71. While a disposal/ processing facility tip fee formula would allow for a more reliable form for future rate increases versus the current system, it should be noted the CPI does not provide a reliable long-term solution given the volatility in the CPI. While the CPI does not accurately reflect the high costs associated with the refuse industry, it has been commonly accepted and used by most cities as a way to adjust costs.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 13-71, the First Amendment to Agreement No. 11-57, a Solid Waste Management Services Agreement between the City of Montclair and Burrtec Waste Industries, Inc.

**FIRST AMENDMENT
TO SOLID WASTE MANAGEMENT SERVICES AGREEMENT BETWEEN
THE CITY OF MONTCLAIR AND BURRTEC WASTE INDUSTRIES, INC.**

THIS FIRST AMENDMENT TO SOLID WASTE MANAGEMENT SERVICES AGREEMENT BETWEEN THE CITY OF MONTCLAIR AND BURRTEC WASTE INDUSTRIES, INC. (the "First Amendment") is entered into this _____ day of _____, 2013, by and between the CITY OF MONTCLAIR, a California municipal corporation ("City") and BURRTEC WASTE INDUSTRIES, INC., a California corporation (the "Contractor").

RECITALS

- A. City and Contractor previously entered into that certain Solid Waste Management Services Agreement between the City of Montclair and Burrtec Waste Industries, Inc., dated July 1, 2011 (the "Agreement").
- B. Contractor owns, manages, operates, or contracts with various transfer stations, materials recovery facilities, and sanitary landfills for the disposal of municipal solid waste.
- C. City and Contractor desire to amend the Agreement as set forth herein to provide more predictable and reliable long-term disposal service and the continuation of sound environmental management.

NOW THEREFORE, for valuable consideration, the parties hereto agree as follows:

- 1. Amendment to Section 20 of Attachment "A." Section 20 of Attachment "A" is hereby amended to read in its entirety as follows:
 - "20. 'Disposal Facility' means the Facility or Facilities for disposing of Refuse and/or residue from a Processing Facility as designated by Contractor."
- 2. Amendment to Section 41 of Attachment "A." Section 41 of Attachment "A" is hereby amended to read in its entirety as follows:
 - "41. 'Processing Facility' shall mean the facility or facilities for sorting and/or processing comingled or source-separated Recyclables, Construction and Demolition Waste, mixed Refuse, or the processing or composting of Greenwaste and/or Food Waste selected by Contractor."
- 3. Processing and Disposal Facilities. The Processing Facilities and Disposal Facilities shall be owned, leased, managed, operated by, or under contract to the Contractor and in all cases shall be environmentally sound and fully permitted and, in the case of a landfill, a Subtitle D-compliant Class III Solid Waste Disposal Site.
- 4. Disposal/Processing Facility Tip Fees. The rates payable for Disposal Facility/Processing Facility tip fees shall be the prices per ton set forth in Exhibit A attached hereto and incorporated herein and subject to annual adjustments.

The Refuse Disposal Tip Fee shall be adjusted in accordance with the formula described in this Section each July 1 during the term hereof, commencing July 1, 2014. The adjustment shall be calculated in accordance with the following formula:

The then-current rates, as adjusted under this Section, shall be adjusted by the average annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U), West Region, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS"). The parties may refer to the BLS internet Site (<http://stats.bls.gov/cpihome.htm>) or other BLS source to calculate the CPI-adjusted rates hereunder as follows: divide the annual average West Region CPI-U published for the Contract Year immediately preceding the Adjustment Date by the annual average West Region CPI-U published for the prior year and multiply the result by the rates then in effect.

5. No Other Changes. Except as specifically provided herein, all terms and conditions of the Agreement shall remain in full force and effect, without waiver or modification. All terms defined in the Agreement shall have the same meaning when used in this Amendment. This Amendment and the Agreement shall be read together as one document.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first above written.

ATTEST:

CITY OF MONTCLAIR
A Municipal corporation

Yvonne L. Smith
Deputy City Clerk

Paul M. Eaton
Mayor

APPROVED AS TO FORM:

Diane E. Robbins
City Attorney

BURRTEC WASTE INDUSTRIES, INC.
A California corporation

By _____
Its _____

EXHIBIT A
AGREEMENT NO. 13-71
BETWEEN THE CITY OF MONTCLAIR
AND
AND BURRTEC WASTE INDUSTRIES, INC.
DISPOSAL/PROCESSING TIP FEES

<i>Material Type</i>	<i>Rate per Ton</i>
Refuse	\$41.80**
Greenwaste	\$35.61*
Wood Waste (wood load only)	\$18.00*
Construction and Demolition Debris (C&D)	\$54.00*
Inerts (concrete, asphalt, dirt, or rock only)	\$ 9.17*

**The refuse rate per ton (tip fee) will be adjusted annually in accordance with the CPI formula described in Section 41 of Attachment "A."

*All other material rates per ton (tip fees) are subject to annual adjustments.

AGENDA REPORT

SUBJECT:	CONSIDER ADOPTION OF RESOLUTION NO. 13-07 APPROVING AGREEMENT NO. 13-67, A PROPOSAL FOR APPRAISAL SERVICES BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND INTEGRA REALTY RESOURCES TO PERFORM REAL PROPERTY APPRAISALS ASSOCIATED WITH COMPLETION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN	DATE:	August 19, 2013
		SECTION:	RESOLUTIONS
		ITEM NO.:	1
		FILE I.D.:	SAG090
		DEPT.:	SUCCESSOR AGENCY

REASON FOR CONSIDERATION: Successor Agency staff is requesting the Successor Agency approve Agreement No. 13-67 and engage the services of Integra Realty Resources to perform real property appraisals associated with completion of the Long-Range Property Management Plan mandated by Section 34191.5 of the Health and Safety Code.

A copy of the proposal submitted by Integra Realty Resources (Agreement No. 13-67) has been included in the agenda packet for the Successor Agency Board of Directors' review and consideration.

BACKGROUND: After a successor agency has received its Notice of Completion from the California Department of Finance (DOF), the Successor Agency has six months to submit a Long-Range Property Management Plan to the DOF pursuant to Health and Safety Code Section 34191.5. The Successor Agency to the City of Montclair Redevelopment Agency received its Notice of Completion from DOF on May 16, 2013. The purpose of the Long-Range Property Management Plan is to address the disposition and/or use of real properties retained by a successor agency. One of the requirements of the Long-Range Property Management Plan is to provide an estimate of current real property values including appraised values, if any.

The Successor Agency to the City of Montclair Redevelopment Agency owns seven properties subject to the provisions of the Long-Range Property Management Plan. The majority of the properties is now used or is proposed to be used for a public purpose. However, staff finds the need to have appraisals conducted for the following properties:

- Lease value of a portion of 8752 Monte Vista Avenue
- Lease value and sale value for 4690 Palo Verde Street
- Sale value of vacant property located on the southeast corner of Ramona Avenue and State Street

Prepared by: M. STAATS
Proofed by: James J. Smith

Reviewed and Approved by: M. STAATS
Presented by: James J. Smith

In addition, staff will need to consult with an appraisal firm regarding the estimated current values of the properties proposed to be retained by the City.

Staff developed a Request for Proposals (RFP) for appraisal services. Ten appraisal firms were sent the RFP. In response to the RFP, staff received proposals from the following firms:

- Inland Empire Consultants, Inc.
- Integra Realty Resources
- Overland Pacific & Cutler, Inc.

After review of the three proposals, staff felt the proposal presented by Integra Realty Resources was the most complete. The price for the requested appraisals is \$9,800. Additional services requested for consultation or studies would be provided upon request and billed at the hourly rate included in the proposal. The appraisals would be completed within 30 days of receiving a notice to proceed.

The Oversight Board was requested to consider this action prior to Successor Agency consideration of the proposal in order to expedite retention of the appraisal services without the need to call a special meeting of the Oversight Board to approve the Successor Agency's action. The Oversight Board has approved the retention of Integra Realty Resources to provide appraisal services.

FISCAL IMPACT: Costs incurred for appraisal services would be listed as an expense on the Recognized Payment Obligation Schedule.

RECOMMENDATION: Staff recommends the Successor Agency Board of Directors adopt Resolution No. 13-07 approving Agreement No. 13-67, a Proposal for Appraisal Services between the Successor Agency to the City of Montclair Redevelopment Agency and Integra Realty Resources to perform real property appraisals associated with completion of a Long-Range Property Management Plan.

RESOLUTION NO. 13-07

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY APPROVING AGREEMENT NO. 13-67, A PROPOSAL FOR APPRAISAL SERVICES BETWEEN THE SUCCESSOR AGENCY TO THE CITY OF MONTCLAIR REDEVELOPMENT AGENCY AND INTEGRA REALTY RESOURCES TO PERFORM REAL PROPERTY APPRAISALS ASSOCIATED WITH COMPLETION OF A LONG-RANGE PROPERTY MANAGEMENT PLAN

WHEREAS, Assembly Bill 1X 26 ("AB 26") was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 ("AB 1484"). AB 26 and AB 1484 (together called the "Dissolution Bills") eliminated California redevelopment agencies statewide, established successor agencies to pay, perform, and effectuate the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies; and

WHEREAS, the City of Montclair Redevelopment Agency ("Agency") is now a dissolved redevelopment agency pursuant to the Dissolution Bills; and

WHEREAS, by Resolution considered and approved by the City Council at an open public meeting, the City chose to become and serve as the "Successor Agency" to the dissolved Agency under the Dissolution Act; and

WHEREAS, as of and on and after February 1, 2012, the City serves and acts as the Successor Agency and is performing its functions as the successor agency under the Dissolution Act to administer the enforceable obligations of the Agency and otherwise unwind the Agency's affairs, all subject to the review and approval by a seven-member oversight board ("Oversight Board"); and

WHEREAS, Section 34179 provides that the Oversight Board has fiduciary responsibilities to holders of enforceable obligations and the taxing entities that benefit from distributions of property tax and other revenues pursuant to Section 34188 of Part 1.85 of the Dissolution Act; and

WHEREAS, pursuant to Section 34179 of the Health and Safety Code, the Successor Agency's Oversight Board was formed and the initial meeting occurred on April 25, 2012; and

WHEREAS, pursuant to Section 34191.5 of the Health and Safety Code a Community Redevelopment Property Trust Fund is established to be administered by the successor agency to serve as the repository of the former redevelopment agency's real properties; and

WHEREAS, Section 34191.5(b) provides that a successor agency shall prepare a long-range property management plan that addresses the disposition and use of the real properties of a former redevelopment agency and the report shall be submitted to the oversight board and the Department of Finance ("DOF") for approval no later than six months following the issuance of a finding of completion; and

WHEREAS, the Successor Agency to the City of Montclair Redevelopment Agency received a Notice of Completion from DOF on May 16, 2013; and

WHEREAS, in order to prepare said Long-Range Property Management Plan, the Successor Agency must engage the services of an appraisal firm; and

WHEREAS, Successor Agency staff submitted Requests for Proposals to appraisal firms and received responses from three appraisal companies; and

WHEREAS, the Successor Agency approved the selection of the firm of Integra Realty Resources to provide appraisal services on August 19, 2013; and

WHEREAS, as required by law, the Oversight Board approved the action of the Successor Agency to engage the services of Integra Realty Resources to provide appraisal services; and

WHEREAS, the Successor Agency finds the necessity of retaining an appraisal firm for preparation of the Long-Range Property Management Plan; and

WHEREAS, pursuant to the Dissolution Act, the actions of the Oversight Board, including those approved by this Resolution, do not become effective for five (5) business days pending any request for review by DOF; and if DOF requests review hereof, it will have forty days from the date of its request to approve this Oversight Board action or return it to the Oversight Board for reconsideration and the action, if subject to review by DOF, would not be effective until approved by DOF.

NOW, THEREFORE, BE IT RESOLVED that the Successor Agency to the City of Montclair Redevelopment Agency does hereby find and determine as follows:

Section 1. The above recitals are true and correct and are a substantive part of the Resolution.

Section 2. The Successor Agency authorized at its meeting of August 19, 2013, the selection of Integra Realty Resources to provide appraisal services as a part of the preparation of the Long-Range Property Management Plan.

Section 3. The Oversight Board has approved the action of the Successor Agency in retaining the services of Integra Realty Resources to provide appraisal services.

Section 4. The Secretary of the Successor Agency shall certify to the adoption of this Resolution and shall maintain this Resolution on file as a public record as approved hereby.

APPROVED AND ADOPTED this XX day of XX, 2013.

Chairman

ATTEST:

Secretary

I, Yvonne L. Smith, Secretary of the Successor Agency to the City of Montclair Redevelopment Agency, DO HEREBY CERTIFY that Resolution No.13-07 was duly adopted by the Board of Directors of the Successor Agency to the City of Montclair Redevelopment Agency at a regular meeting thereof held on the XX day of XX, 2013, and that it was adopted by the following vote, to-wit:

AYES: XX
NOES: XX
ABSTAIN: XX
ABSENT: XX

Yvonne L. Smith
Secretary

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
AUGUST 5, 2013, AT 8:22 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Pro Tem Ruh called the meeting to order at 8:22 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Ruh; Council Member Raft; and City Manager Starr

III. APPROVAL OF MINUTES

A. Minutes of the Regular Personnel Committee Meeting of July 15, 2013.

Moved by City Manager Starr, seconded by Council Member Raft, and carried unanimously to approve the minutes of the Personnel Committee meeting of July 15, 2013.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

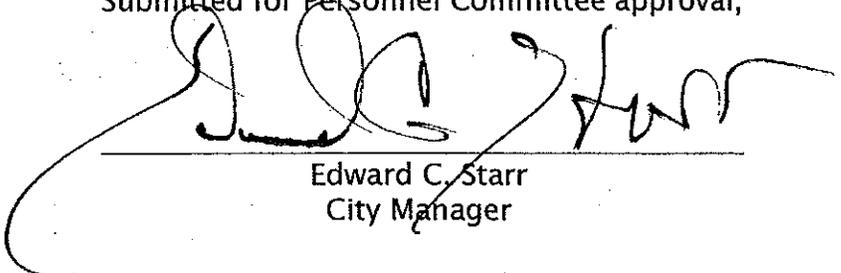
At 8:23 p.m., the Personnel Committee went into Closed Session regarding personnel matters related to appointments, resignations/terminations, and evaluations of employee performance.

At 8:37 p.m., the Personnel Committee returned from Closed Session. Mayor Pro Tem Ruh stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 8:37 p.m., Mayor Pro Tem Ruh adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
City Manager

CITY OF MONTCLAIR

TREASURER'S REPORT

FOR THE MONTH ENDING

July 31, 2013

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CASH AND INVESTMENTS BY ACCOUNT

CITY OF MONTCLAIR
STATEMENTS OF COMPLIANCE WITH THE INVESTMENT POLICY
AND
INVESTMENT STRATEGY FOR AUGUST 2013

July 31, 2013

COMPLIANCE STATEMENT

As of July 31, 2013, the City had \$10,060,141 invested in various financial instruments. This conforms with the investment policy approved by the City Council.

During July, the City was in compliance with the internal control procedures set forth in the Investment Policy.


Janet Kulbeck
Accountant

INVESTMENT STRATEGY FOR THE MONTH OF AUGUST 2013

During August surplus moneys will be invested in the Local Agency Investment Fund and other investments authorized in the Investment Policy. The City has sufficient funds available to meet expenditures during the six month period ending January 31, 2014.

CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENTS BY FUND
AS OF July 31, 2013

Fund	Beginning Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
General Fund	(\$988,461.34)	\$2,893,298.26	\$3,938,175.66	\$2,033,338.64	\$0.00 (1)
Gas Tax Fund	\$1,255,365.37	\$104,298.25	\$135,113.31	\$6,506.21	\$1,231,056.52
Measure I Fund	\$1,136,712.27	\$86,145.86	\$0.00	\$5,849.47	\$1,228,707.60
Traffic Safety Fund	\$41,291.30	\$9,901.52	\$0.00	\$6,680.88	\$57,873.70
Disability Access Fee Fund	\$1,281.00	\$240.00	\$0.00	\$0.00	\$1,521.00
Park Development Fund	\$467,365.63	\$2,164.59	\$549.23	\$0.00	\$468,980.99
C.D.B.G. Fund	\$258,913.48	\$39,125.75	\$0.00	\$0.00	\$298,039.23
Air Quality Improvement Trust Fund	\$115,937.84	\$1,263.02	\$3,163.51	\$596.61	\$114,633.96
Senior Nutrition Fund	(\$9,075.18)	\$11,131.76	\$5,427.56	(\$117.36)	(\$3,488.34) (2)
Forfeiture Fund - State	\$66,203.63	\$23,819.19	\$52,752.46	\$340.88	\$37,611.04
Prop 30 / SB 109	\$37,960.00	\$0.00	\$0.00	\$195.34	\$38,155.34
SB 508 Public Safety Fund	\$6,048.50	\$22,287.00	\$0.00	\$0.00	\$28,335.50
Forfeiture Fund - Federal	\$25,672.22	\$0.00	\$0.00	\$0.00	\$24,941.09
Section 11489 Subfund	\$42,029.29	\$0.00	\$0.00	(\$731.13)	\$42,245.57
Federal Forfeiture Fund - Treasury	\$0.00	\$0.00	\$0.00	\$216.28	\$863.24
School District Grant Fund	\$0.00	\$0.00	\$0.00	\$863.24	\$0.00
State Supplemental Law Enforcement Fund	\$201,543.69	\$10,239.46	\$10.00	\$1,037.14	\$212,810.29
Local Law Enforcement Block Grant	\$8,177.48	\$0.00	\$0.00	\$42.08	\$8,219.56
Crime Prevention Fund	\$10,049.58	\$69.36	\$0.00	\$51.72	\$10,170.66
Recycling Grant	\$22,638.42	\$10,234.00	\$0.00	\$116.49	\$32,988.91
After School Program Fund	\$127,258.81	\$5,827.13	\$88,484.64	(\$25.76)	\$44,575.54
Champions for Change Grant Fund	(\$40,511.34)	\$8,850.52	\$2,741.43	\$0.00	(\$34,402.25) (2)
First 5 Grant Fund	\$18,025.38	\$37,572.96	\$20,491.69	\$0.00	\$35,106.65
Safety Department Grants	(\$15,988.14)	\$2,532.23	\$2,376.36	(\$3.81)	(\$15,991.95) (2)
OMSD Immunization Grant	\$44,199.19	\$1,482.00	\$0.00	(\$26,969.35)	\$17,385.71
Mt. Baldy United Way Grant	\$0.00	\$0.00	\$0.00	\$5,076.78	\$6,538.78
Kaiser Permanente Grant	\$0.00	\$0.00	\$0.00	\$14,175.00	\$14,175.00
OMSD Resource Center Grant	\$0.00	\$0.00	\$0.00	\$1,412.42	\$1,412.42
Title IIB Senior Support Services Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Community Foundation Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Paramedic Fund	(\$398,391.96)	\$10,000.00	\$0.00	\$0.00	\$10,000.00
Economic Development	\$3,208,059.91	\$12,332.20	\$27,014.59	\$0.00	(\$413,074.35) (4)
2005 lease Revenue Bond Debt Service	(\$286,257.27)	\$0.00	\$3,495.33	\$16,508.53	\$3,221,073.11
Sewer Maintenance Fund	\$820,320.79	\$134,300.00	\$0.00	\$0.00	(\$151,957.27) (3)
Sewer Replacement Fund	\$950,289.20	\$276,506.95	\$219,112.86	(\$435.12)	\$877,279.76
Inland Empire Utility Agency Fund	\$2,746,960.91	\$0.00	\$0.00	\$0.00	\$950,269.20
Sewer Expansion Fee	\$16,213.71	\$0.00	\$0.00	\$0.00	\$2,746,960.91
Developer Impact Fees - Local	\$243,457.11	\$0.00	\$0.00	\$83.44	\$16,297.15
Developer Impact Fees - Region	\$1,148,544.55	\$0.00	\$0.00	(\$231,807.40)	\$11,849.71
Burtec Pavement Impact Fee	\$58,082.84	\$11,595.72	\$0.00	\$0.00	\$1,148,544.55
Utility Undergrounding In Lieu	\$46,883.20	\$0.00	\$0.00	\$0.00	\$69,678.56
General Plan Update Fee	\$44,009.22	\$407.18	\$0.00	\$0.00	\$46,883.20
Infrastructure Fund	\$221,874.49	\$0.00	\$2,165.52	\$0.00	\$44,416.40
Contingency Fund	\$3,387,175.26	\$0.00	\$0.00	\$231,807.40	\$451,516.37
Youth Sponsorship Fund	\$77,753.01	\$0.00	\$0.00	(\$2,494,624.29)	\$892,550.97 (1)
Assigned General Fund Reserves	\$6,028,748.59	\$20,491.15	\$88,827.32	\$0.00	\$7,7753.01
TOTALS	\$21,146,340.64	\$3,736,096.06	\$4,589,901.37	\$0.00	\$20,292,535.33

Notes on negative cash balances:

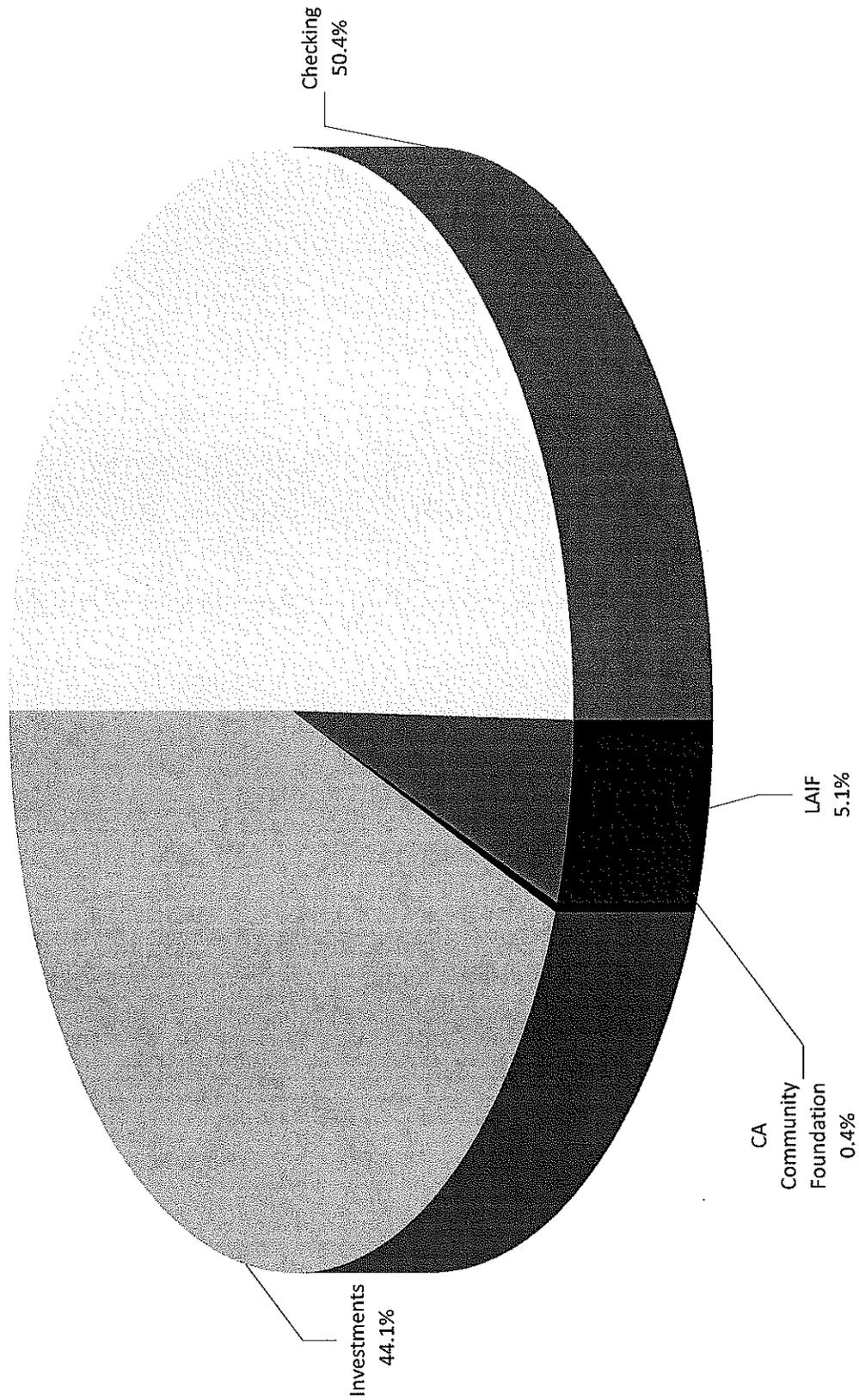
- (1) The Contingency Fund covers negative resources in the General Operational Fund which conforms to the City's budget presentation. Therefore, negative General Operational monies have been eliminated and the Contingency Fund represents the portion of available resources present.
- (2) These are reimbursable grant funds that utilize general pool monies initially to cover expenditures pending reimbursement from the granting agencies. Therefore, it is not uncommon for these to be negative until that reimbursement is received.
- (3) This debt service operation utilizes transaction and use taxes which are part of the sales tax. These have not been fully received for the current year yet and the City has paid the debt service as required which causes this temporary negative cash. The transaction and use taxes are estimated to cover debt service for the fiscal year.
- (4) This fund has had operational deficits from prior years. That deficit has been addressed during the budgeting process and will be recaptured through future revenues or from the Contingency Fund.

**CITY OF MONTCLAIR
STATEMENT OF CASH AND INVESTMENT ACCOUNTS
AS OF July 31, 2013**

	Par Value	Purchase Date	Maturity Date	Coupon Interest Rate	Current Market Value	Balance at Cost	Totals
CHECKING ACCOUNT							\$ 10,232,393.87
Checking Account							
CASH W/FISCAL AGENT, CD's, LAIF DEPOSITS, AND SHORT-TERM U.S. AGENCY SECURITIES							
CD - Metlife Bank		11/10/10	11/12/13	1.300%	240,000.00	240,000.00	
CD - Ally Bank		11/12/10	11/12/13	1.350%	148,000.00	148,000.00	
Local Agency Investment Fund (LAIF)				0.280%	1,045,049.59	1,045,049.59	
Cash w/California Community Foundation				Unknown	77,753.01	77,753.01	
					<u>\$ 1,510,802.60</u>	<u>\$ 1,510,802.60</u>	
U.S. AGENCY SECURITIES (1 to 3 years)							
FAMCA	550,000	04/14/11	2/3/2014	1.340%	552,722.79	549,338.86	
					<u>\$ 552,722.79</u>	<u>\$ 549,338.86</u>	
U.S. AGENCY SECURITIES (Over 3 Years)							
FFCB	2,000,000	10/18/12	10/18/17	0.870%	1,968,060.00	2,000,000.00	
FHLB	2,000,000	11/13/12	11/13/17	0.875%	1,961,500.00	2,000,000.00	
FNMA	2,000,000	11/14/12	11/14/17	0.900%	1,960,220.00	2,000,000.00	
FNMA	2,000,000	11/15/12	11/15/17	1.000%	1,967,420.00	2,000,000.00	
					<u>\$ 7,857,200.00</u>	<u>\$ 8,000,000.00</u>	
TOTAL							\$ 20,292,535.33

Current market values obtained from First Tennessee Bank.

CITY OF MONTCLAIR
CASH AND INVESTMENTS BY ACCOUNT
July 31, 2013
Total Cash & Investments \$20,292,536



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
TREASURER'S REPORT
FOR THE MONTH ENDING**

July 31, 2013

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SCHEDULE 2 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS BY FUND
July 31, 2013

PROJECT AREA NO. I

Low Income	\$	0.00	
Tax Increment		0.00	
Operating		<u>(6,181.51)</u>	\$ -6,181.51

PROJECT AREA NO. II

Special Housing	\$	0.00	
Low Income		0.00	
Tax Increment		0.00	
Operating		<u>0.00</u>	\$ 0.00

PROJECT AREA NO. III

Low Income	\$	0.00	
Tax Increment		0.00	
Operating		<u>250,683.77</u>	\$ 250,683.77

PROJECT AREA NO. IV

Low Income	\$	0.00	
Tax Increment		0.00	
Operating		<u>27,300.02</u>	\$ 27,300.02

PROJECT AREA NO. V

Low Income	\$	0.00	
Tax Increment		0.00	
Operating		<u>191,771.65</u>	\$ 191,771.65

MISSION BLVD JOINT PROJECT

Low-Moderate Housing	\$	0.00	
Tax Increment		0.00	
Operating		<u>24,740.54</u>	\$ 24,740.54

ROPS

		0.00	
ROPS Area I		0.00	
ROPS Area II		0.00	
ROPS Area III		0.00	
ROPS Area IV		0.00	
ROPS Area V		0.00	
ROPS Area VI		<u>0.00</u>	\$ 0.00

BOND PROCEED FUNDS

Tax Exempt Bond Proceeds		9,742,992.92	
Taxable Bond Proceeds		4,421,385.55	14,164,378.47

TOTAL CASH & INVESTMENTS BY FUND

\$ 14,652,692.94

**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
STATEMENT OF CASH AND INVESTMENTS
July 31, 2013**

	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Market Value</u>	<u>Book Value</u>
Checking Account					
Wells Fargo			0.05%	4,557.43	4,557.43
US Bank				661,870.54	661,870.54
Investments					
LAIF			0.27%	765.42	765.42
Bond proceed funds					
CA State Variable Purpose Refunding	03/21/13	10/01/18	5.00%	1,390,717.30	1,190,000.00
CA State Variable Purpose Refunding	03/21/13	04/01/20	5.00%	3,865,308.20	3,365,000.00
Chabot-Las Positas Comm College	03/22/13	08/01/19	3.00%	1,627,663.00	1,525,000.00
CA State Dept Water Central Valley	03/26/13	12/01/19	3.00%	1,173,937.45	1,085,000.00
Bay Area Toll Authority Refunding SF	03/27/13	04/01/21	5.00%	1,847,758.50	1,575,000.00
CA State Variable Purpose Refunding	04/02/13	02/01/20	4.00%	1,108,930.00	1,000,000.00
LA County Met Transportation Auth	04/12/13	07/01/20	5.00%	2,383,740.00	2,000,000.00
Premium paid on investments (to be recovered upon sale)					2,245,499.55
TOTAL CASH & INVESTMENTS				<u>14,065,247.84</u>	<u>14,652,692.94</u>

NOTE:

Pursuant to the Successor Agency's Investment Policy, all moneys exclusive of bond proceeds which are invested pursuant to the bond indenture, are invested in banks, the Local Agency Investment Fund and securities in accordance with the Investment Policy

The Successor Agency has sufficient funds available to meet expenditures during the six-month period ending January 31, 2014.

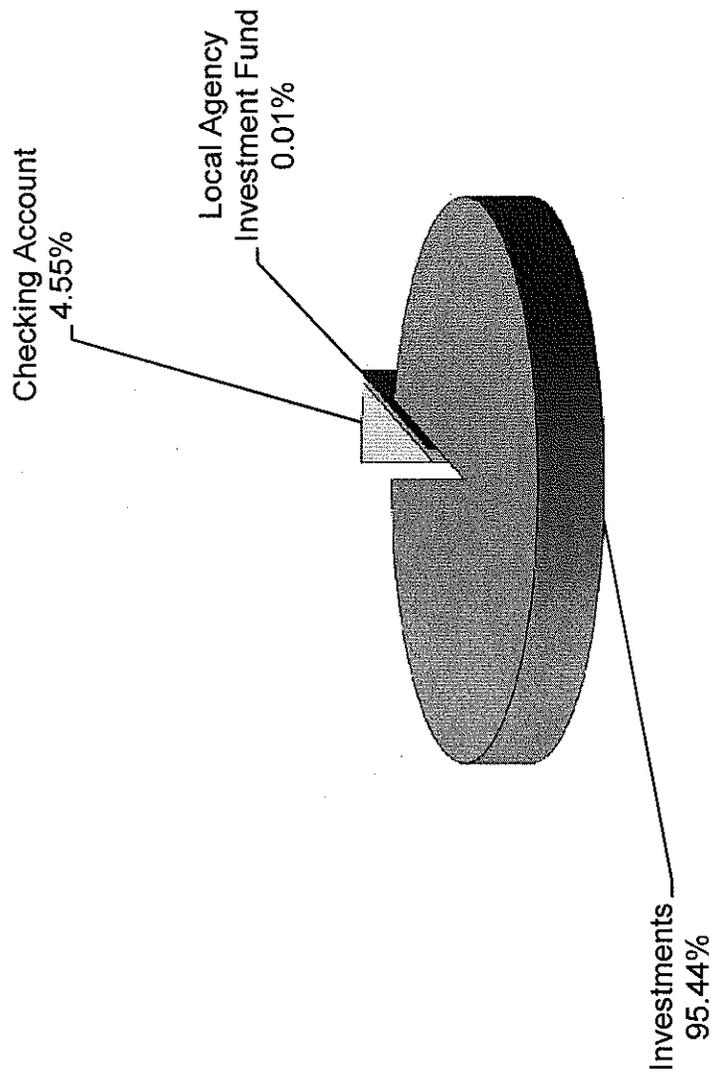
During July, the Successor Agency was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR AS SUCCESSOR TO THE REDEVELOPMENT AGENCY
CASH AND INVESTMENTS GRAPH
July 31, 2013**

Total Cash & Investments - \$14,652,693



**CITY OF MONTCLAIR AS SUCCESSOR TO
THE REDEVELOPMENT AGENCY
WARRANT REGISTER**

FOR THE MONTH ENDING

July 31, 2013

City of Montclair
Final Warrant Register
Council Date 8/19/13
Regular Warrants
Checking Account: Successor to the RDA

	Warrants	Voided Checks	Net US Bank transfers - out (in) ***	Area Totals
Project Area I	0.00	0.00	7,713.73	7,713.73
Project Area II	0.00	0.00	0.00	0.00
Project Area III	0.00	0.00	(1,550.64)	(1,550.64)
Project Area IV	0.00	0.00	1,547.57	1,547.57
Project Area V	0.00	0.00	(1,525.34)	(1,525.34)
Project Area VI - Mission Blvd	0.00	0.00	8,664.50	8,664.50
RORF (Redevelopment Obligation Retirement Funds)	2,550,283.00	0.00	0.00	2,550,283.00
Tax exempt bond proceeds	136.50	0.00	0.00	136.50
Taxable bond proceeds	58.50	0.00	0.00	58.50
	<u>2,550,478.00</u>	<u>0.00</u>	<u>14,849.82</u>	

July 2013 Total

2,565,327.82

Note:

US Bank transfers

Transfer in from MHA to reclassify admin costs to MHA

28,472.70

Transfer out to City to compensate for general admin

(43,322.52)

(14,849.82)

Vice Chairman Ruh

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 8-14-13
REGULAR WARRANTS
CHECKING ACCOUNT: SKDA

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2741	SA - RORF Area I	23,190.00
2743	SA - RORF Area III	1,270,786.00
2744	SA - RORF Area IV	261,188.00
2745	SA - RORF Area V	995,119.00
2810	Tax Exempt Bond Proceeds	136.50
2820	Taxable Bond Proceeds	58.50
	Report Total:	2,550,478.00

Accounts Payable Voucher Register By Vendor Number

User: mpiotrowski
Printed: 08/08/2013 - 10:59 AM



Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
008013	Bank006	2741-4319-68010-400	1997 Taxable Tax Alloc Bonds Proj Area 1	1997 Bond	07/22/2013		07/22/2013	23,190.00	8013
008013	Bank of New York Mellon Trust Bank006	2745-4319-68010-400	2001 Tax Alloc Refund Bond Proj Area 5	2001 Bond	07/22/2013		07/22/2013	538,105.00	8013
008013	Bank of New York Mellon Trust Bank006	2744-4319-68010-400	2004 Tax Alloc Refund Bond Proj Area 4	2004 Bond	07/22/2013		07/22/2013	261,188.00	8013
008013	Bank of New York Mellon Trust Bank006	2745-4319-68010-400	2006A Tax Alloc Refund Bond Proj Area 5	2006A Bond	07/22/2013		07/22/2013	379,114.00	8013
008013	Bank of New York Mellon Trust Bank006	2745-4319-68010-400	2006B Tax Alloc Refund Bond Proj Area 5	2006B Bond	07/22/2013		07/22/2013	77,900.00	8013
008013	Bank of New York Mellon Trust Bank006	2743-4319-68010-400	2007A Tax Alloc Refunding Bonds PA3	2007A Bond	07/22/2013		07/22/2013	1,059,375.00	8013
008013	Bank of New York Mellon Trust Bank006	2743-4319-68010-400	2007B Taxable Tax Allocation Bonds PA3	2007B Bond	07/22/2013		07/22/2013	211,411.00	8013
								Voucher: 008013	2,550,283.00
008014	Firs014	2810-0000-37010-300	Safekeeping Fees 3/26/13 - 6/25/13	5038900	06/25/2013		07/22/2013	136.50	8014
008014	First Tennessee Bank Firs014	2820-0000-37010-300	Safekeeping Fees 3/26/13 - 6/25/13	5038900	06/25/2013		07/22/2013	58.50	8014
								Voucher: 008014	195.00

Voucher Vendor No/Name Account Number Description Inv No Inv Date PO Amt Date Amount Check

Report Total: 2,550,478.00

**CITY OF MONTCLAIR
HOUSING CORPORATION
TREASURER'S REPORT**

FOR THE MONTH ENDING

July 31, 2013

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

**CITY OF MONTCLAIR
HOUSING CORPORATION
STATEMENT OF CASH AND INVESTMENTS
July 31, 2013**

	<u>Interest Rate</u>		<u>Amount</u>
Checking Account			
Wells Fargo	0.05%	\$	633,963.33
US Bank			114,550.42
Investments			
LAIF	0.27%	\$	1,578,645.61
TOTAL CASH & INVESTMENTS		\$	2,327,159.36

NOTE:

Pursuant to the Corporation's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

The Corporation has sufficient funds available to meet expenditures during the six-month period ending January 31, 2014.

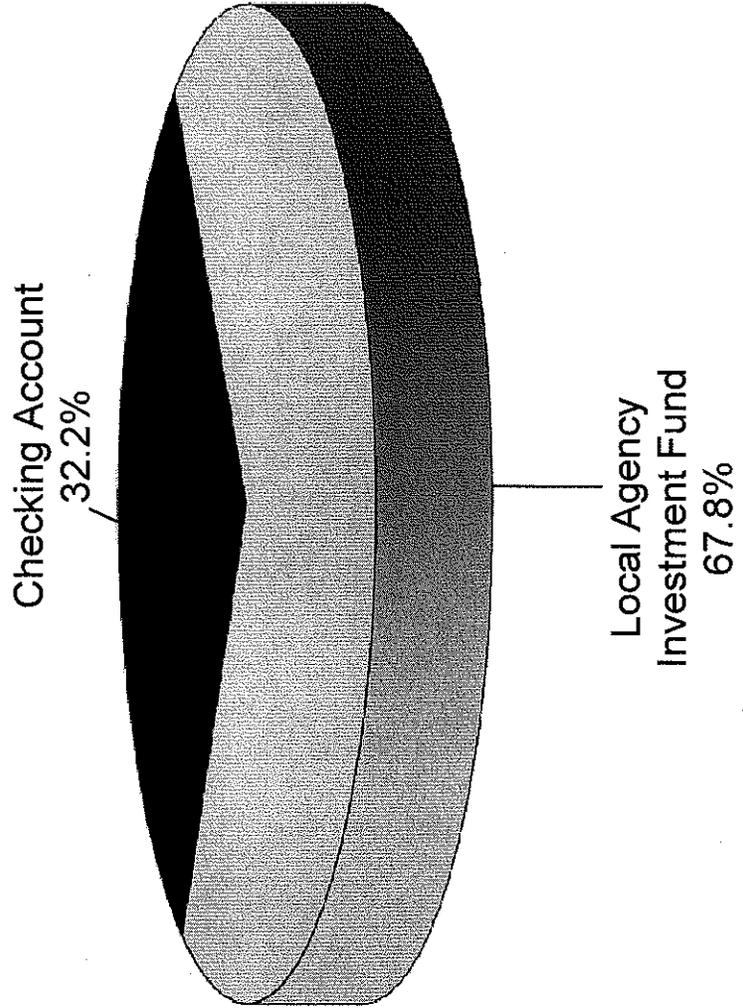
During July 2013, the Corporation was in compliance with the internal control procedures set forth in its Investment Policy.



 Michael Piotrowski
 Finance Supervisor

**CITY OF MONTCLAIR
HOUSING CORPORATION
CASH AND INVESTMENTS GRAPH
July 31, 2013**

Total Cash & Investments - \$2,327,159



**CITY OF MONTCLAIR
HOUSING AUTHORITY
TREASURER'S REPORT**

FOR THE MONTH ENDING

July 31, 2013

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SCHEDULE 1 - STATEMENT OF CASH AND INVESTMENTS

CASH AND INVESTMENTS GRAPH

Schedule 1

CITY OF MONTCLAIR
HOUSING AUTHORITY
STATEMENT OF CASH AND INVESTMENTS
July 31, 2013

	<u>Interest Rate</u>	<u>Amount</u>
Checking Account		
US Bank		494,785.67
Investments		
LAIF	\$	0.00
TOTAL CASH & INVESTMENTS	\$	<u>494,785.67</u>

NOTE:

Pursuant to the Authority's Investment Policy, all moneys are invested in banks, the Local Agency Investment Fund, and in securities with maturities of no greater than three years.

The Authority has sufficient funds available to meet expenditures during the six-month period ending January 31, 2014.

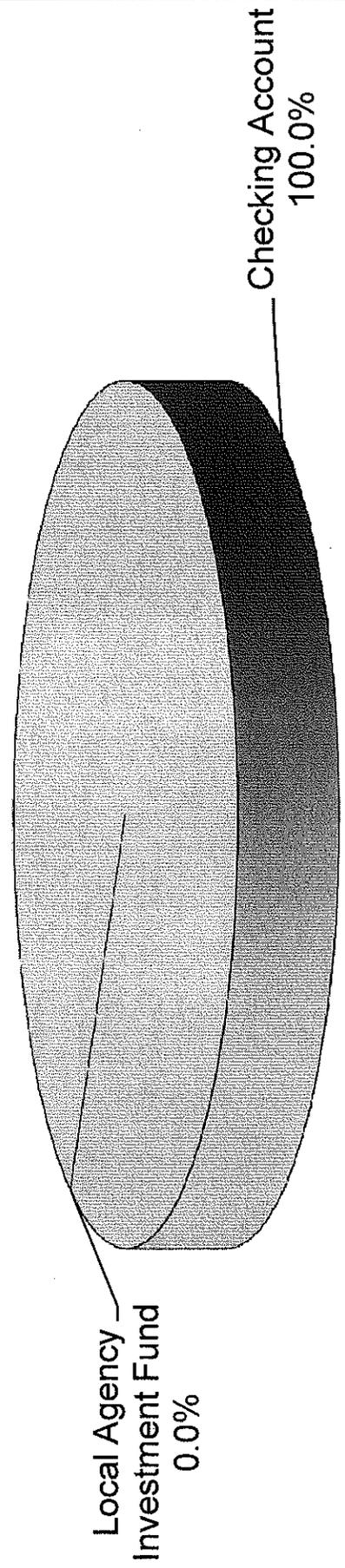
During July 2013, the Authority was in compliance with the internal control procedures set forth in its Investment Policy.



Michael Piotrowski
Finance Supervisor

**CITY OF MONTCLAIR
HOUSING AUTHORITY
CASH AND INVESTMENTS GRAPH
July 31, 2013**

Total Cash & Investments - \$494,786



**CITY OF MONTCLAIR
HOUSING CORPORATION
WARRANT REGISTER
FOR THE MONTH ENDING
July 31, 2013**

City of Montclair
Final Warrant Register
Council Date 8/19/13
Regular Warrants
Checking Account: MHC

<u>Warrants</u>	<u>ACH Transfers</u>	<u>Voided Checks</u>	<u>US Bank transfers - (in)/out.</u>	<u>Totals</u>
16,122.71	0.00	0.00	0.00	16,122.71
July 2013 Total				<u><u>16,122.71</u></u>

Vice Chairman Ruh

08/08/13 11:00

CITY OF MONTCLAIR
FINAL WARRANT REGISTER
COUNCIL DATE: 8-14-13
REGULAR WARRANTS
CHECKING ACCOUNT: MIC

Fund
3001

Description
General Fund

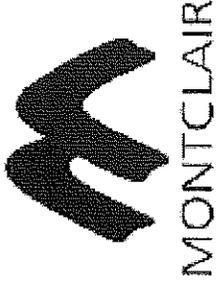
Amount
16,122.71

Report Total:

16,122.71

Accounts Payable Voucher Register By Vendor Number

User: mpiotrowski
Printed: 08/08/2013 - 11:00 AM



Voucher Number	Vendor No/Name/Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004070	Hele001 3001-4330-56100-400 Helena Gardens Owners Associat	Canoga-July 2013	July 2013	07/03/2013		07/03/2013	243.35	4070
004070	Hele001 3001-4330-56100-400 Helena Gardens Owners Associat	4791 Canoga-July 2013	July 2013	07/03/2013		07/03/2013	109.95	4070
					Voucher: 004070		353.30	
004071	Land012 3001-4330-56100-400 Landscape Maintenance Unlimite	Jun 2013 MHC Properties	Jun 2013	07/01/2013		07/03/2013	4,755.00	4071
					Voucher: 004071		4,755.00	
004072	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc	10380 Pradera-July 2013	July 2013	07/03/2013		07/03/2013	50.00	4072
004072	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc	10390 Pradera-July 2013	July 2013	07/03/2013		07/03/2013	50.00	4072
004072	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc	10333 Pradera-July 2013	July 2013	07/03/2013		07/03/2013	50.00	4072
					Voucher: 004072		150.00	
004073	Hele001 3001-4330-56100-400 Helena Gardens Owners Associat	Canoga Aug 2013	Aug 2013	07/11/2013		07/18/2013	243.35	4073
004073	Hele001 3001-4330-56100-400 Helena Gardens Owners Associat	4791 Canoga Aug 2013	Aug 2013	07/11/2013		07/18/2013	109.95	4073
					Voucher: 004073		353.30	
004074	Mont002 3001-4330-56100-400 City of Montclair	9815 Central 050113-063013	005254 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair	5290 Orchard 050113-063013	005941 713	07/01/2013		07/18/2013	87.64	4074

Voucher	Vendor No/Name	Account Number	Description	Inv No	Inv Date	PO	Pmt Date	Amount	Check
004074	Mont002 3001-4330-56100-400 City of Montclair		10087 Central 050113-063013	008156 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		10079 Central 050113-063013	008157 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9761 Central 050113-063013	012565 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9751 Central 050113-063013	012567 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9741 Central 050113-063013	012584 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9945 Central 050113-063013	013220 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		5225 Palo Verde 050113-063013	013553 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9448 Carrillo 050113-063013	014651 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9963 Central 050113-063013	017666 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9644 Central 050113-063013	017746 713	07/01/2013		07/18/2013	87.64	4074
004074	Mont002 3001-4330-56100-400 City of Montclair		9010 Fremont 050113-063013	045202 713	07/01/2013		07/18/2013	87.64	4074
							Voucher: 004074	1,139.32	
004075	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc		10380 Pradera Aug 2013	Aug 2013	07/11/2013		07/18/2013	50.00	4075
004075	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc		10390 Pradera Aug 2013	Aug 2013	07/11/2013		07/18/2013	50.00	4075
004075	Mont043 3001-4330-56100-400 Montclair Meadows Owners Assoc		10333 Pradera Aug 2013	Aug 2013	07/11/2013		07/18/2013	50.00	4075
							Voucher: 004075	150.00	
004076	Mont074 3001-4330-56100-400 Monte Vista Water District		9010 Fremont 050313-070413	00205008 713	07/04/2013		07/18/2013	104.40	4076
004076	Mont074 3001-4330-56100-400 Monte Vista Water District		5444 Palo Verde 050413-070813	01101801 713	07/08/2013		07/18/2013	165.95	4076
004076	Mont074 3001-4330-56100-400 Monte Vista Water District		9448 Carrillo 050413-070813	01113202 713	07/08/2013		07/18/2013	123.43	4076
004076	Mont074 3001-4330-56100-400 Monte Vista Water District		5225 Palo Verde 050413-070813	01305203 713	07/08/2013		07/18/2013	246.24	4076
004076	Mont074 3001-4330-56100-400 Monte Vista Water District		9644 Central 050413-070813	01307103 713	07/08/2013		07/18/2013	200.60	4076

INTEROFFICE MEMO



DATE: July 22, 2013

PHONE: 386-8829

FROM: Linda Santillano, Property Tax Manager
Auditor-Controller/Treasurer/Tax Collector

County of San Bernardino

TO: FINANCE DIRECTORS, LOCAL TAXING ENTITIES

SUBJECT: FY12-13 PROPERTY TAX YEAR-END RECONCILIATION APPORTIONMENT

The transactions pertaining to the Fiscal Year 2012-13 property tax year-end reconciliation apportionment posted on July 10, 2013 and July 11, 2013. The corresponding payments, if applicable and the PI867 apportionment reports were sent to your agency on July 12, 2013.

Our office recently identified a system error on the year-end reconciliation job. The system inadvertently deducted the excess proceeds from tax sales that were previously disbursed to your agency on February 27, 2013. You will note a variance in the year-end apportionment report dated July 9, 2013 compared to prior years under stat type "STS" and apportionment type "P" (Prior Secured Payments). Our office is currently making the correction and your agency should expect its payment, if applicable, within the next 10 business days.

I apologize for any inconvenience this may cause your agency. If you have any questions or concerns please contact Linda Santillano, Property Tax Manager at (909) 386-8829 or Franz Zyss, Accountant III at (909) 386-8823.

Thank you.



08/05/2013 11:11 AM EDT
 Customer ID: CITYO763
 OPERATOR ID: PIOTM763

CITY OF MONTCLAIR
 Search Results: CREDITS
 As Of 08/05/2013

Commercial Electronic Office®

Stops - Images - Search

Account Number / Account Name	Customer Ref No. / Item Sequence No.	†Amount/ Currency	Tran. Type	Type Code / Description	‡Posting Date / As of Date	Image Available
984002113 / Montclair Successor Agency	0 / 9993410785	0.40 / USD	Credit	195 / INCOMING MONEY TRANSFER	07/17/2013 / 07/17/2013	No
984002113 / Montclair Successor Agency	0 / 73100152583	0.04 / USD	Credit	354 / INTEREST CREDIT	07/31/2013 / 07/31/2013	No

Search Criteria:

Check / Customer Reference Numbers: All

Amounts: All

Posting Dates: 07/01/2013 to 07/31/2013
 (mm/dd/yyyy)

† All currency amounts will end in .00.

‡ Intraday information subject to change.

* Items marked with an asterisk are due to expire within the next 30 days. These items will automatically be renewed on their expiration date and the appropriate account will be charged.

---End of Report---

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**CITY OF MONTCLAIR
HOUSING AUTHORITY
WARRANT REGISTER**

FOR THE MONTH ENDING

July 31, 2013

City of Montclair
Final Warrant Register
Council Date 8/19/13
Regular Warrants
Checking Account: MHA

<u>Warrants</u>	<u>Voided Checks</u>	<u>US Bank transfers - out.</u>	<u>Totals</u>
0.00	0.00	28,472.70	28,472.70

July 2013 Total

28,472.70

\$28,472.70 transferred to SRDA to reclassify admin costs to MHA
JE# 18-13-2013

Vice Chairman Ruh

Book Transfer Daily Activity Detail

CITY OF MONTCLAIR

SinglePoint

Reported Activity From 07/01/2013 To 07/31/2013

Printed on 08/12/2013 at 3:25 PM PDT



Effective Date	Amount	From: Debit Account Number	To: Credit Account Number	Status
07/24/2013	\$28,472.70	153499275839	153499275813	Completed

Debit Account Name MONTCLAIR HOUSING AUTHORITY
Debit Account Type DDA
Credit Account Name CITY OF MONTCLAIR SUCCESSOR AGENCY
Credit Account Type DDA
Template Name
Memo To reclassify admin to MHA from SRDA
Initiate Date 07/24/2013
Initiate Time 04:37PM CDT
Initiated By JKULBECK
Completed Date 07/24/2013
Completed Time 04:37PM CDT

Total Number of Book Transfers: 1
Total Amount of Book Transfers: \$28,472.70

--- End of Report ---